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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

WILLIAM TONG, et al,

Plaintiffs,

v.

STATE FARM GENERAL
INSURANCE COMPANY, an Illinois
corporation, and DOES 1 through 10,

Defendants.

Case No. 2:24-cv-02219-DSF-MAR

DISCOVERY MATTER

**SUPPLEMENTAL
DECLARATION OF DYLAN
SCHAFER IN SUPPORT OF
PLAINTIFFS' MOTION TO
COMPEL PRODUCTION OF
DOCUMENTS AND FOR
FURTHER RESPONSES TO
REQUESTS FOR PRODUCTION
OF DOCUMENTS**

Motion Date: December 18, 2024

Time: 11:00 a.m.

Location: 255 E. Temple St., Los
Angeles, CA, 90012, Courtroom 790,
7th Floor

Discovery Cutoff: 5/12/25

Pre-Trial Conference: 9/8/25

Trial: 10/7/25

1 I, Dylan Schaffer, declare under penalty of perjury as follows:

- 2 1. I am an attorney licensed to practice in California and before this Court. If
3 called to testify I would do so under penalty of perjury as follows:
4
5 2. My firm and I are counsel for Plaintiffs in this matter.
6
7 3. My firm was counsel in the matter of *Wise/Russell v. State Farm General*
8 *Insurance Company*, 4:23-cv-00163-HSG, Northern District of California.
9
10 4. In the *Wise* matter, as previously set forth (Schaffer Declaration ISO Motion
11 to Compel, ¶¶30-50), Plaintiffs sought by way of written discovery, but State
12 Farm failed to produce, many of the categories of documents at issue in this
13 proceeding.
14
15 5. In the *Wise* matter, as here, while failing to produce even a small fraction of
16 the documents responsive to requests, as is its practice, State Farm produced
17 a series of generic, non-responsive Operations Guides and other documents.
18 The documents were produced pursuant to a protective order.
19
20 6. Following resolution of the case, consistent with the protective order, my
21 firm certified that we had destroyed the materials that had been produced
22 pursuant to the protective order.
23
24 7. Due to a staffing change in my office, we overlooked a total of 31 pages.
25 When State Farm insisted that we certify those 31 pages, we did so.
26
27 8. State Farm neither sought nor obtained any order from any court related to
28 its allegations that we violated the protective order. No court has ever found

1 that my firm has violated any protective order entered in any case, let alone
2 in any case involving State Farm.

3 9. Since the filing of this motion, I became aware of another State Farm case
4 which bears on the Court's decision here.
5

6 10. In the case of *Pachall v. State Farm General Insurance Company*, San
7 Diego Superior Court No. 37-2022-00044176, plaintiffs sued State Farm
8 after the insurer denied their water loss on the identical grounds at issue
9 here: based on (a) below the surface of the ground and (b) continuous and
10 repeated seepage and leakage.
11

12 11. In *Pachall*, as here, Plaintiffs sought training and guidelines materials, as
13 well as personnel records relating to the handling of water losses. Attached
14 to this Supplemental Declaration as **Exhibit DD** is a true and correct copy of
15 the relevant requests by plaintiffs in the *Pachall* case.
16
17

18 12. In *Pachall*, as here, State Farm refused to produce the personnel file
19 materials, agreed to produce generic Operations Guides, Standard Claim
20 Processes, and Jurisdictional Resources, but failed to search for and produce
21 all responsive training and guidelines materials relating to investigation of
22 coverage as relates to water losses. Attached to this Supplemental
23 Declaration as **Exhibit EE** is a true and correct copy of the relevant
24 responses by State Farm.
25
26

27 13. The Court is urged to review, for example, State Farm's response to
28

1 Request 2, which is in most respects is identical to State Farm’s standard
2 response to document requests in this case relating to policy manuals,
3 guidelines and training. Exhibit EE, pp.8:24-10:12.
4

5 14. The *Pachall* plaintiffs moved to compel production of the same categories
6 of documents at issue here – personnel records, and guidelines/training
7 relating to the investigation and coverage of water losses at State Farm,
8 including documents relating to the State Farm “Water Initiative.”
9

10 15. On October 11, 2024, the *Pachall* court granted Plaintiffs’ motion in part,
11 and ordered State Farm to search for and produce the requested documents,
12 and awarded \$4,520 in sanctions. Attached to this Supplemental Declaration
13 as **Exhibit FF** is a true and correct copy of the court’s order granting the
14 *Pachall* plaintiffs’ motion.
15
16

17 16. The Court is directed to the following requests as to which the *Pachall* court
18 granted the motion to request, as they are essentially identical to many of the
19 documents at issue here. *See* Exhibit DD, Requests 2, 3, 4-9, 13-25, 28-32,
20 34-44, 46-57, 60, Exhibit FF, pp.2-3, which grants the motion to compel as
21 to each of the foregoing requests.
22

23 17. In the conferral efforts between counsel relating to case non-specific
24 requests (*e.g.*, policies, practices, manuals, training, guidelines, and
25 documents relating to the “Water Initiative”), I routinely offered to limit all
26 such requests to documents bearing on California markets, policies, insureds
27
28

1 and claims, and agreed to limit requests to the period January 1, 2020 to
2 present.
3

4
5 Executed this 4th day of December, 2024, at Oakland, California.

6
7 /S/Dylan Schaffer
8 Dylan Schaffer
9 Counsel for Plaintiffs
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EXHIBIT DD

EXHIBIT DD

Eric D. Townsend (SBN 270279)
LAW EAGLES, PC
5638 Lake Murray Blvd, Suite 381
La Mesa, CA 91942
Telephone: (858) 634-0099
Facsimile: (877) 645-4971

Attorney for Plaintiff
BONITA PACHALL

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – HALL OF JUSTICE - UNLIMITED**

BONITA PACHALL, an individual;

Plaintiff,

v.

STATE FARM GENERAL INSURANCE
COMPANY, and Illinois Corporation
authorized to do business in California; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2022-00044176-CU-IC-CTL

[Assigned to Dept. C-72, the Hon. Timothy
Taylor, Judge]

**PLAINTIFF'S REQUESTS FOR
PRODUCTION OF DOCUMENTS TO
DEFENDANT STATE FARM GENERAL
INSURANCE COMPANY, SET TWO**

Date Complaint filed: November 2, 2022
Trial Date: None

PROPOUNDING PARTY: Plaintiff, BONITA PACHALL (hereinafter the "Plaintiff")

RESPONDING PARTY: Defendant, STATE FARM GENERAL INSURANCE COMPANY
(hereinafter the "Defendant")

SET NO.: TWO

DATE OF PRODUCTION:

TIME OF PRODUCTION: 10:00 a.m.

LOCATION OF PRODUCTION: Law Eagles, P.C., 5638 Lake Murray Blvd, Suite 381, La
Mesa, CA 91942

Plaintiff, BONITA PACHALL, per CCP §2031.210, et seq., requests that Defendant STATE

1 FARM GENERAL INSURANCE COMPANY, serve verified responses to Plaintiff's Request For
2 Production of Documents and Things, Set One thirty days from the date of service of these requests
3 upon it, and to produce the documents requested.

4 **DEFINITIONS**

5 1. As used herein "YOU" or "YOUR" shall mean STATE FARM GENERAL INSURANCE
6 COMPANY, a California Corporation, including but not limited to its employees, agents and or
7 others working on its behalf, excluding attorneys.

8 2. As used herein, "CLAIM" shall mean the claim for damages submitted by Plaintiffs to
9 Defendant with the assigned number 55-28J5-14X.

10 3. As used herein, "PROPERTY" shall mean the property located at 7915 Gribble Street, San
11 Diego, California 92114.

12 4. As used herein, the term "DOCUMENT" or "DOCUMENTS" means any written, recorded
13 or graphic matter, however produced or reproduced, or "writing" of any kind, including, but not
14 limited to, correspondence, memoranda, reports, studies, analyses, contracts, agreements, invoices,
15 charts, graphs, indices, data sheets, data processing cards or tapes, notes, work papers, entries, letters,
16 telegrams, forms, advertisements, brochures, circulars, tapes, records, bulletins, papers, books, maps,
17 drawings, accounts, photographs, transcriptions, recordings, magnetic tapes, disks, imprinted cards,
18 minutes and records of meetings, reports, financial statements, (including, but not limited to, income
19 statements, balance sheets, and statements of changes in financial position) financial calculations,
20 estimates, transactional documents, promissory notes, deeds of trust, closing statements, escrow
21 documents, title documents, security agreements, bonds, letters of credit, reports of telephone or oral
22 conversations, appointment books, calendars or diaries, and includes, but is not limited to, the term
23 "writing" as that term is defined in California Evidence Code section 250, including any and all
24 "handwriting, typewriting, printing, photostating, photographing, and every other means of recording
25 upon any tangible thing any form of communication or representation, including letters, words,
26 pictures, sounds, or symbols, or combinations thereof." Evid. Code § 250. "DOCUMENT" or
27 "DOCUMENTS" includes all drafts and all finalized and/or executed writings, and includes all
28 electronic recordings of any information whether that information is electronic mail or other form of

1 electronic means of preserving information and/or is stored on a "hard" disk, 5 ¼" or 3 ½" disk, laser
2 disk, magnetic or other tape, personal computer or mainframe computer. If YOU do not have custody
3 or control of the original, the term "DOCUMENT" or "DOCUMENTS" shall also include any carbon
4 or photograph or any other copies, telephone messages, reproductions or facsimiles thereof. If YOU
5 have custody or control of the original and copies, reproduction or facsimiles, the term
6 "DOCUMENT" or "DOCUMENTS" shall mean the original of any copy or reproduction or facsimile
7 that is in any way different from the original.

8 5. As used herein, "COMPLAINT" refers to the operating pleading filed by PLAINTIFF in
9 this case, inclusive of any amended complaints, or amendments thereto.

10 6. As used herein, "INCIDENT" or "LOSS" refers to the events leading to and including the
11 water damage to Plaintiffs' real property on or about December 10, 2021, which is the subject matter
12 of the Complaint.

13 7. As used herein, "PLAINTIFF" refers to BONITA PACHALL.

14 8. As used herein, the term "PERSON" or "PERSONS" includes ANY natural person, firm,
15 association, organization, partnership, business, trust, corporation, limited liability company, joint
16 venture or public entity.

17 9. As used herein, the terms "RELATE TO," "RELATED TO," and/or "RELATING TO"
18 mean discuss, support, refute, reflect, mention, embody, pertain to, involve, comprise, respond to,
19 concern, contain, summarize, memorialize, evidence, refer to, or connect in any way legally, factually
20 or logically with, the matter therein.

21 10. As used herein, "COMMUNICATION" or "COMMUNICATIONS" includes any contacts
22 between or among two or more PERSONS, and includes without limitation, written contact by such
23 means as letters, memoranda, telegrams, telexes, electronic mail or any other DOCUMENTS, and
24 oral contact by such means as face-to-face meetings and telephone conversations.

25 11. As used herein, the term "ANY" as well as "ALL" shall be construed to include "each" and
26 "every" within their meanings.

27 12. In these Requests, the terms "and" and "or" have both conjunctive and disjunctive meanings
28 so as to be inclusive of any documents which otherwise may be excluded from production.

1 13. In these Requests, the use of the singular includes the plural and the use of the plural
2 includes the singular.

3 14. As used herein, the term "POLICY" refers to all insurance policies, inclusive of all
4 endorsements and declaration pages, Defendant issued to Plaintiff regarding the real property located
5 at 7915 Gribble Street, San Diego, California 92114, and which was in force during the time when
6 the loss occurred.

7 15. "TRAINING TRANSCRIPT" means the record of training, continuing education
8 courses and/or assessments and/or knowledge checks maintained by YOU for each individual
9 employed by YOU who is either responsible for the investigation and/or adjustment of first party
10 property claims or responsible for supervising others that are responsible for the investigation and/or
11 adjustment of first party property claims.

12 16. "MY BLOCK" means the record of monthly or other periodic written assessments
13 and/or evaluations of work performed by each individual employed by YOU who is either
14 responsible for the investigation and/or adjustment of first party property claims or responsible for
15 supervising others that are responsible for the investigation and/or adjustment of first party property
16 claims.

17 17. "INVESTIGATE" means to carry out an investigation of a claim under any
18 property insurance policy as required by 10 CCR §2695.7(d).

19 18. "ADJUST" means to pay or deny a claim under any policy of insurance issued by
20 YOU.

21 19. "SEEPAGE EXCLUSION" means the exclusion and/or limitation in the POLICY
22 which states in part:

23 "c. Water, meaning:
24 (9) seepage or leakage of water, steam, or sewage that
25 occurs or develops over a period of time:
26 (a) and is:
27 (i) continuous;
28 (ii) repeating;
(iii) gradual;
(iv) intermittent;
(v) slow; or
(vi) trickling; and
(b) from a:
(i) heating, air conditioning, or automatic fire protective

sprinkler system;
(ii) household appliance; or
(iii) plumbing system, including from, within or around any
shower stall shower bath, tub installation, or other
plumbing fixture, including their walls, ceilings, or floors.”

AND,

*4. We do not insure under any coverage **for any loss** which
is caused by one or more of the items below, regardless
of whether the **event occurs** suddenly or gradually, involves
isolated or widespread damage, arises from natural
or external forces, or occurs as a result of any
combination of these:*

....

c. Water, meaning:

....

*(5) continuous or repeated seepage or leak-
age of water or steam from a:*

....

*(c) plumbing system, including from, with-
in or around any shower stall, shower
bath, tub installation, or other plumb-
ing fixture, including their walls, ceil-
ings or floors.*

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION 1

All emails RELATING TO the CLAIM, PROPERTY, or PLAINTIFF, including but not limited to
emails sent to or received from Carolyn Johnson Gray, Gloria Jarvis, Jeannie Erickson Sylvia,
Gerald Newlin, Fire Claims Support Unit, William Trujillo, Bailey Bingham, and/or Ryan C.
White.

REQUEST FOR PRODUCTION 2

All DOCUMENTS used by YOU to provide guidance to, or to train, your claims handlers,
supervisors, managers, agents, vendors, and outside adjusters, relating to the INVESTIGATION
and ADJUSTING of water losses.

REQUEST FOR PRODUCTION 3

DOCUMENTS reflecting the California Fair Claims Settlement Practices Regulations YOU
provided to YOUR employees or agents who INVESTIGATED and/or ADJUSTED the CLAIM.

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REQUEST FOR PRODUCTION 4

All DOCUMENTS used by YOU to provide guidance to, or to train, YOUR claims handlers, supervisors, managers, agents, vendors, and outside adjusters, relating to the application of any exclusion in the POLICY relating to water losses.

REQUEST FOR PRODUCTION 5

All DOCUMENTS used by YOU to provide guidance to, or to train, YOUR claims handlers, supervisors, managers, agents, vendors, and outside adjusters, relating to the application of any exclusion in the POLICY relating to latent defect, wear, tear, deterioration, inherent vice, latent defect, or mechanical breakdown.

REQUEST FOR PRODUCTION 6

All DOCUMENTS used by YOU to provide guidance to, or to train, YOUR claims handlers, supervisors, managers, agents vendors, and outside adjusters, relating to the meaning or application of the following as applied to water losses of the following words in the POLICY: continuous, repeating, gradual, intermittent, slow, or trickling.

REQUEST FOR PRODUCTION 7

All DOCUMENTS used by YOU to provide guidance to, or to train, YOUR claims handlers, supervisors, managers, agents vendors, and outside adjusters, relating to the meaning or application as applied to water losses of the following phrase in the POLICY: “occurs or develops over a period of time.”

REQUEST FOR PRODUCTION 8

All DOCUMENTS used by YOU to provide guidance to, or to train, YOUR claims handlers, supervisors, managers, agents vendors, and outside adjusters, relating to the meaning or application of the SEEPAGE EXCLUSION at any time.

REQUEST FOR PRODUCTION 9

YOUR training and/or written guidelines provided to Carolyn Johnson Gray, Gloria Jarvis, Jeannie Erickson Sylvia and Gerald Newlin, at any time regarding application of the SEEPAGE EXCLUSION.

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REQUEST FOR PRODUCTION 10

YOUR guidelines and/or training provided at any time to Carolyn Johnson Gray, Gloria Jarvis, Jeannie Erickson Sylvia and Gerald Newlin, on the issue of elimination of bias in the ADJUSTMENT and/or INVESTIGATION of property claims.

REQUEST FOR PRODUCTION 12

Any and all actions taken by YOU to for the purpose of elimination and/or reducing bias in YOUR INVESTIGATION and/or ADJUSTMENT of property claims following lawsuits which allege, and/or media reports, of YOUR bias in the underwriting of property insurance policies, sales of property insurance policy, and/or the INVESTIGATION and ADJUSTMENT of property claims, from January 2018 to the present.

REQUEST FOR PRODUCTION 13

Each TRAINING TRANSCRIPT for YOUR employee Carolyn Johnson Gray reflecting training and knowledge check scores from January 1, 2017, through the date of production.

REQUEST FOR PRODUCTION 14

Each MY BLOCK report for YOUR employee Carolyn Johnson Gray reflecting monthly or other periodic performance reviews and assessments conducted by their supervisor from January 1, 2017, through the date of production.

REQUEST FOR PRODUCTION 15

Each TRAINING TRANSCRIPT for YOUR employee Gloria Jarvis reflecting training and knowledge check scores from January 1, 2017, through the date of production.

REQUEST FOR PRODUCTION 16

Each MY BLOCK report for YOUR employee Gloria Jarvis reflecting monthly or other periodic performance reviews and assessments conducted by their supervisor from January 1, 2017, through the date of production.

REQUEST FOR PRODUCTION 17

Each TRAINING TRANSCRIPT for YOUR employee Jeannie Erickson reflecting training and knowledge check scores from January 1, 2017, through the date of production.

///

REQUEST FOR PRODUCTION 18

Each MY BLOCK report for YOUR employee Jeannie Erickson reflecting monthly or other periodic performance reviews and assessments conducted by their supervisor from January 1, 2017, through the date of production.

REQUEST FOR PRODUCTION 19

Each TRAINING TRANSCRIPT for YOUR employee Gerald Newlin reflecting training and knowledge check scores from January 1, 2017, through the date of production.

REQUEST FOR PRODUCTION 20

Each MY BLOCK report for YOUR employee Gerald Newlin reflecting monthly or other periodic performance reviews and assessments conducted by their supervisor from January 1, 2017, through the date of production.

REQUEST FOR PRODUCTION 21

ALL performance reviews for YOUR employee Carolyn Johnson Gray for the time period January 1, 2017 through the date of production.

REQUEST FOR PRODUCTION 22

DOCUMENTS relating to the training module “Water Loss Skill Review”, including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images, video files, audio files, questions and answers, and coverage scenarios.

REQUEST FOR PRODUCTION 23

DOCUMENTS relating to the training module “In Role 2023 Water Skill review (Inactive)”, including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images, video files, audio files, questions and answers, and coverage scenarios.

REQUEST FOR PRODUCTION 24

DOCUMENTS relating to the training module “Water Mitigation Video Series”, including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional

1 materials, notes, references, curriculum, screen images, video files, audio files, questions and
2 answers, and coverage scenarios.

3 **REQUEST FOR PRODUCTION 25**

4 DOCUMENTS relating to the training modules “Water Damage Mitigation Module 1” through
5 “Water Damage Mitigation Module 7”, inclusive, including but not limited to curriculum guides,
6 manuals, handouts, workbooks, assessment tools, instructional materials, notes, references,
7 curriculum, screen images, video files, audio files, questions and answers, and coverage scenarios.

8 **REQUEST FOR PRODUCTION 26**

9 DOCUMENTS relating to training materials “Water Damage Coverage Analysis (HW-2100
10 Series) Workday”, including but not limited to curriculum guides, manuals, handouts, workbooks,
11 assessment tools, instructional materials, notes, references, curriculum, screen images, video files,
12 audio files, questions and answers, and coverage scenarios.

13 **REQUEST FOR PRODUCTION 27**

14
15 DOCUMENTS relating to training materials “Water Damage Coverage Analysis (HW-2100
16 Series) course in Workday”, including but not limited to curriculum guides, manuals, handouts,
17 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
18 video files, audio files, questions and answers, and coverage scenarios.

19 **REQUEST FOR PRODUCTION 28**

20 DOCUMENTS relating to training materials “Water Coverage Introduction and QFC VOD”,
21 including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools,
22 instructional materials, notes, references, curriculum, screen images, video files, audio files,
23 questions and answers, and coverage scenarios.

24 **REQUEST FOR PRODUCTION 29**

25 DOCUMENTS relating to training materials “Water Coverage Investigation VOD”, including but
26 not limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional
27 materials, notes, references, curriculum, screen images, video files, audio files, questions and
28 answers, and coverage scenarios.

REQUEST FOR PRODUCTION 30

DOCUMENTS relating to training materials “Introduction to Water Losses VOD”, including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images, video files, audio files, questions and answers, and coverage scenarios.

REQUEST FOR PRODUCTION 31

DOCUMENTS relating to training materials “Water Coverage – Plumbing”, including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images, video files, audio files, questions and answers, and coverage scenarios.

REQUEST FOR PRODUCTION 32

DOCUMENTS relating to training materials “Water Loss Scenarios course in Workday”, including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images, video files, audio files, questions and answers, and coverage scenarios.

REQUEST FOR PRODUCTION 33

DOCUMENTS relating to training materials “TIPP”, including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images, video files, audio files, questions and answers, and coverage scenarios.

REQUEST FOR PRODUCTION 34

DOCUMENTS relating to training materials “Fill-Up Water Loss VOD”, including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images, video files, audio files, questions and answers, and coverage scenarios.

REQUEST FOR PRODUCTION 35

DOCUMENTS relating to training materials “Water Classes and Categories Job Aid”, including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional

1 materials, notes, references, curriculum, screen images, video files, audio files, questions and
2 answers, and coverage scenarios.

3 **REQUEST FOR PRODUCTION 36**

4 DOCUMENTS relating to training materials “Water Forum Coverage Mini Session”, including but
5 not limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional
6 materials, notes, references, curriculum, screen images, video files, audio files, questions and
7 answers, and coverage scenarios.

8 **REQUEST FOR PRODUCTION 37**

9 DOCUMENTS relating to training materials “Water Forum PowerPoint”, including but not limited
10 to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional materials,
11 notes, references, curriculum, screen images, video files, audio files, questions and answers, and
12 coverage scenarios.

13 **REQUEST FOR PRODUCTION 38**

14 DOCUMENTS relating to the State Farm water initiative meeting that took place on or around
15 January through March of 2020.

16 **REQUEST FOR PRODUCTION 39**

17 All DOCUMENTS relating to the “California Fire Claims Discussion” referenced at
18 PACHB00001063PROD.

19 **REQUEST FOR PRODUCTION 40**

20 All DOCUMENTS relating to the “Water Forum Review” referenced at PACHB00001063PROD,
21 including but not limited to all meeting minutes, calendars, review of materials, approval of water
22 forum presentation materials, curriculum guides, manuals, handouts, workbooks, assessment tools,
23 instructional materials, notes, references, curriculum, screen images, video files, audio files,
24 questions and answers, coverage scenarios, presentations including draft presentations, presenter
25 notes, logs, diaries, and attendees list.

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28 ///

REQUEST FOR PRODUCTION 41

All DOCUMENTS utilized or reviewed in connection with preparing the “Water Forum Review”, including but not limited to any consultant reports including any McKinsey & Company consultant reports.

REQUEST FOR PRODUCTION 42

All DOCUMENTS relating to Coverage Investigations, including Recognition of coverage issues, Investigation of Accidental Direct or seepage and leakage, Amount of Water, length of time water escaped, Who noticed the leak; last time in the area of the leak, Rate/Flow of water, origin and Cause, Category and Class of Water and/or Continuous Seepage/Leakage referenced at PACHB00001069PROD through PACHB00001070PROD.

REQUEST FOR PRODUCTION 43

DOCUMENTS relating to a “Quality First Contact Guide-Fire” referenced at PACHB00001023PROD.

REQUEST FOR PRODUCTION 44

The complete presentation of the discussion of water losses with “illustration for discussion” (State Farm produced documents beginning at page 11 at PACHB00001035PROD - PACHB00001038PROD).

REQUEST FOR PRODUCTION 45

DOCUMENTS relating to Job Aids, Processes and Workflows referenced at PACHB00001055PROD.

REQUEST FOR PRODUCTION 46

DOCUMENTS referenced within “California Fire Claims Discussion Resources”, including but not limited to Quality Claim Handling Standards, File Note Category Usage, Claim Details ECS Guidelines, Water Mitigation VOD, Water Mitigation Job Aid, Water Mitigation Job Aid Dashboard, Homeowners HW-2100 resources (see PACHB00001059PROD through PACHB00001062PROD)

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REQUEST FOR PRODUCTION 47

DOCUMENTS relating to OG 70-140 Claim File Management Guidelines and Resources referenced at PACHB00001065PROD.

REQUEST FOR PRODUCTION 48

DOCUMENTS relating to ESC File Note Templates - 304 & 306 referenced at PACHB00001066PROD.

REQUEST FOR PRODUCTION 49

DOCUMENTS relating to Water scenarios referenced at PACHB00001066PROD.

REQUEST FOR PRODUCTION 50

DOCUMENTS relating to “Plumbing Photos” and “Plumbing and Sewer Job Aid” referenced at PACHB00001067PROD.

REQUEST FOR PRODUCTION 51

DOCUMENTS relating to “Coverage Model” and “JA_CovModel_Prop” referenced at PACHB00001068PROD.

REQUEST FOR PRODUCTION 52

All DOCUMENTS relating to Fire Focus – Water and/or “Tear Out Scenarios” Microsoft Powerpoint Presentat [sic] referenced at PACHB00001070PROD.

REQUEST FOR PRODUCTION 53

All DOCUMENTS relating to Coverage Investigation “Investigative Resources” referenced at PACHB00001071PROD.

REQUEST FOR PRODUCTION 54

All DOCUMENTS relating to Resources “Water Plan_5192019” referenced at PACHB00001078PROD.

REQUEST FOR PRODUCTION 55

All DOCUMENTS relating to QFC Guide referenced at PACHB00001092PROD.

REQUEST FOR PRODUCTION 56

All DOCUMENTS relating to “Construction Reference Guide: Plumbing” and “Plumbing Photos” referenced at PACHB00001092PROD.

REQUEST FOR PRODUCTION 57

All DOCUMENTS relating to “Water Loss Training Support Guide” referenced at PACHB00001094PROD.

REQUEST FOR PRODUCTION 58

All DOCUMENTS relating to Face Time Job Aid, ClaimXperience® Video Collaboration - Reference Guide, ClaimXperience® File Request - Reference Guide, and/or Claims Multi-Media Application Job Aid referenced at PACHB00001094PROD.

REQUEST FOR PRODUCTION 59

All DOCUMENTS relating to Face Time Job Aid, ClaimXperience® Video Collaboration - Reference Guide, ClaimXperience® File Request - Reference Guide, and/or Claims Multi-Media Application Job Aid referenced at PACHB00001094PROD.

REQUEST FOR PRODUCTION 60

All DOCUMENTS relating to PLRB Constant or Repeated Seepage or Leakage - All States referenced at PACHB00001095PROD.

REQUEST FOR PRODUCTION 61

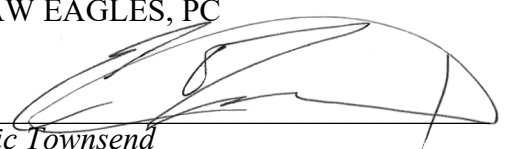
All DOCUMENTS relating to any “totality of the circumstances” criteria used to evaluate ensuing water loss claims.

REQUEST FOR PRODUCTION 68

All DOCUMENTS relating to any “totality of the evidence” criteria used to evaluate ensuing water loss claims.

Dated: February 5, 2024

LAW EAGLES, PC


Eric Townsend
Attorney for Plaintiff
BONITA PACHALL

PROOF OF SERVICE

Bonita Pachall v. State Farm General Insurance Company
Case No.: 37-2022-00044176-CU-IC-CTL

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action; my business address is: 5638 Lake Murray Blvd, Suite 381 La Mesa, CA 91942.

On February 5, 2024, I served the following documents described as:

**PLAINTIFF'S REQUESTS FOR PRODUCTION OF DOCUMENTS TO
DEFENDANT STATE FARM GENERAL INSURANCE COMPANY, SET TWO**

on the interested parties in this action by sending () the original (x) a true copy thereof as follows:

SEE ATTACHED SERVICE LIST

☐ (BY MAIL IN A SEALED AND ADDRESSED ENVELOPE TO THE SERVICE LIST) I am "readily familiar" with the firm's practice of collection and processing correspondences for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at La Mesa, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (BY ELECTRONIC SERVICE) I transmitted the above-described document(s) to the listed interested parties in the Service List via electronic mail.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: February 5, 2024

/s/ Frank Lehoski
Frank Lehoski

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EXHIBIT EE

EXHIBIT EE

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General Insurance Company

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

BONITA PACHALL, an individual;

Plaintiff,

v.

STATE FARM GENERAL INSURANCE
COMPANY, an Illinois Corporation
authorized to do business in California; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 37-2022-00044176-CU-IC-CTL

DEFENDANT STATE FARM GENERAL
INSURANCE COMPANY'S RESPONSES TO
PLAINTIFF'S REQUESTS FOR
PRODUCTION OF DOCUMENTS, SET TWO

Dept.: C-72
Judge: Hon. Timothy Taylor
T/D: June 28, 2024
Complaint Filed: November 2, 2022

RESPONDING PARTY: Defendant State Farm General Insurance Company ("State Farm")

SET NO.: Two (2)

PROPOUNDING PARTY: Plaintiff Bonita Pachall ("Plaintiff")

I.

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

These responses are made solely for the purpose of, and in relation to, this action. All responses are given on the basis of present recollection. State Farm has not completed its discovery in this action or its preparation for trial. State Farm reserves the right to supplement its responses if new or different information is discovered or recalled and reserves the right to present, at the time of trial, evidence subsequently discovered to be relevant.

1 State Farm generally objects to any request that calls for the disclosure of information which
2 is protected from disclosure by the attorney-client privilege, the attorney work-product doctrine,
3 Insurance Code Section 791 and/or a right to privacy.

4 State Farm objects to the instructions provided in these requests to the extent they require
5 State Farm to provide information or take action beyond that which is required under CCP Section
6 2033.210, et seq.

7 **II.**

8 **OBJECTIONS TO DEFINITIONS**

9 **DEFINITION 1:**

10 1. As used herein "YOU" or "YOUR" shall mean STATE FARM GENERAL
11 INSURANCE COMPANY, a California Corporation, including but not limited to its employees,
12 agents and or others working on its behalf, excluding attorneys.

13 **RESPONSE TO DEFINITION 1:**

14 State Farm General Insurance Company is a stock insurance corporation incorporated under
15 the insurance laws of the State of Illinois. It is wholly owned by State Farm Mutual Automobile
16 Insurance Company.

17
18 **DEFINITION 4:**

19 4. As used herein, the term "DOCUMENT" or "DOCUMENTS" means any written,
20 recorded or graphic matter, however produced or reproduced, or "writing" of any kind, including,
21 but not limited to, correspondence, memoranda, reports, studies, analyses, contracts, agreements,
22 invoices, charts, graphs, indices, data sheets, data processing cards or tapes, notes, work papers,
23 entries, letters, telegrams, forms, advertisements, brochures, circulars, tapes, records, bulletins,
24 papers, books, maps, drawings, accounts, photographs, transcriptions, recordings, magnetic tapes,
25 disks, imprinted cards, minutes and records of meetings, reports, financial statements, (including, but
26 not limited to, income statements, balance sheets, and statements of changes in financial position)
27 financial calculations, estimates, transactional documents, promissory notes, deeds of trust, closing
28 statements, escrow documents, title documents, security agreements, bonds, letters of credit, reports

1 of telephone or oral conversations, appointment books, calendars or diaries, and includes, but is not
2 limited to, the term "writing" as that term is defined in California Evidence Code section 250,
3 including any and all "handwriting, typewriting, printing, photostating, photographing, and every
4 other means of recording upon any tangible thing any form of communication or representation,
5 including letters, words, pictures, sounds, or symbols, or combinations thereof." Evid. Code § 250.
6 "DOCUMENT" or "DOCUMENTS" includes all drafts and all finalized and/or executed writings,
7 and includes all electronic recordings of any information whether that information is electronic mail
8 or other form of electronic means of preserving information and/or is stored on a "hard" disk, 5 ¼"
9 or 3 ½" disk, laser disk, magnetic or other tape, personal computer or mainframe computer. If YOU
10 do not have custody or control of the original, the term "DOCUMENT" or "DOCUMENTS" shall
11 also include any carbon or photograph or any other copies, telephone messages, reproductions or
12 facsimiles thereof. If YOU have custody or control of the original and copies, reproduction or
13 facsimiles, the term "DOCUMENT" or "DOCUMENTS" shall mean the original of any copy or
14 reproduction or facsimile that is in any way different from the original.

15 **RESPONSE TO DEFINITION 4:**

16 State Farm objects to Plaintiff's definition of "DOCUMENT" or "DOCUMENTS" to the
17 extent it implies State Farm has an obligation to provide discovery from sources that are not
18 reasonably accessible. Electronically stored information ("ESI") is frequently duplicated and
19 disbursed in the ordinary course of business and discovery regarding all identical copies of ESI
20 would be cumulative, duplicative, and impose unnecessary burdens without any benefit to the
21 adjudication of this action. Cal. Code of Civ. Pro. § 2017.020(a).

22 State Farm also objects to the extent Plaintiff's definition seeks discovery regarding ESI that
23 is ephemeral in nature, such as temporary computer files, log/history files, or file fragments, as
24 preservation of, and discovery about, such things is not proportional to the needs of the case. State
25 Farm objects to Plaintiff's definition as overly broad, unduly burdensome, and beyond the scope of
26 permissible discovery to the extent Plaintiff purports to include system information not created by
27 State Farm's users, such as caches, cookies, or logs, or otherwise seek to require State Farm to
28 record and/or provide discovery regarding records and information that are not ordinarily captured

1 and/or are overwritten in the ordinary course of operating State Farm's computing systems. Cal.
2 Code of Civ. Pro. § 2017.020(a).

3 State Farm objects to the inclusion of "drafts" and "copies" in Plaintiff's definition of
4 "DOCUMENT" or "DOCUMENTS" on the grounds that drafts and copies are not universally
5 relevant to the claims and defenses of a case and are likely to be cumulative or duplicative. To the
6 extent that a draft or copy is not a business record stored in a central repository in State Farm's
7 ordinary course of business, discovery regarding "drafts" and/or "copies" would not be proportional
8 to the needs of this case. Cal. Code of Civ. Pro. §§ 2017.020(a); 2031.210.

9 State Farm objects to the inclusion of "correspondence" and "telephone messages" in
10 Plaintiff's definition of "DOCUMENT" or "DOCUMENTS" on the grounds that it would be
11 disproportionate to the needs of the case to provide discovery regarding instant messages and/or
12 text/SMS messages that are not captured by State Farm in their ordinary course of business. Cal.
13 Code of Civ. Pro. § 2017.020(a).

14 State Farm objects to the inclusion of "data sheets", "data processing cards", "tapes",
15 "magnetic tapes", "disks", "imprinted cards", "all electronic recordings of any information whether
16 that information is electronic mail or other form of electronic means of preserving information",
17 "'hard' disk", "5 ¼" or 3 ½" disk", "laser disk", "magnetic or other tape", and "personal computer or
18 mainframe computer" in Plaintiff's definition of "DOCUMENT" or "DOCUMENTS" to the extent
19 such things refer, not to "DOCUMENTS," but rather to media on which "DOCUMENTS" and ESI
20 are stored. State Farm further objects to the extent this definition seeks direct access to State Farm's
21 electronic storage media. There is no routine right of direct access to a party's electronic information
22 systems and there has been no showing in this case sufficient to overcome this presumption.

23 In addition, State Farm objects to Plaintiff's definition insofar as it purports to impose
24 obligations that exceed those set forth in Cal. Code of Civ. Pro. § 2031.010. State Farm is only
25 obligated to produce discoverable "DOCUMENTS" within its possession, custody, or control.

26 Finally, State Farm objects to the definition of "DOCUMENT" or "DOCUMENTS" to the
27 extent it would require the disclosure of information protected from discovery by the attorney-client
28 privilege, work product doctrine, or other privileges recognized by law.

1 Notwithstanding these objections, to the extent any responsive documents or ESI are produced, State
2 Farm will produce reasonably accessible, relevant, non-privileged information in reasonably usable
3 formats. Documents that contain redactions will be produced in static image format.

4
5 **DEFINITION 9:**

6 9. As used herein, the terms "RELATE TO," "RELATED TO," and/or "RELATING
7 TO" mean discuss, support, refute, reflect, mention, embody, pertain to, involve, comprise, respond
8 to, concern, contain, summarize, memorialize, evidence, refer to, or connect in any way legally,
9 factually or logically with, the matter therein.

10 **RESPONSE TO DEFINITION 9:**

11 State Farm objects to Plaintiff's definition of "RELATE TO," "RELATED TO," and/or
12 "RELATING TO" to the extent it would require State Farm to construe such terminology beyond its
13 ordinary meaning. State Farm further objects to the extent this definition purports to seek
14 information that bears no relevance to the claims and defenses in this case or that is disproportionate
15 to the needs of this litigation. Cal. Code of Civ. Pro. § 2017.020(a).

16
17 **DEFINITION 10:**

18 As used herein, "COMMUNICATION" or "COMMUNICATIONS" includes any contacts
19 between or among two or more PERSONS, and includes without limitation, written contact by such
20 means as letters, memoranda, telegrams, telexes, electronic mail or any other DOCUMENTS, and
21 oral contact by such means as face-to-face meetings and telephone conversations.

22 **RESPONSE TO DEFINITION 10:**

23 State Farm restates and incorporates its objection to Plaintiff's definition of "DOCUMENT"
24 or "DOCUMENTS" and applies the same to Plaintiff's definition of "COMMUNICATION" or
25 "COMMUNICATIONS."

26 Additionally, State Farm objects to the inclusion of "oral" exchanges in Plaintiff's definition
27 of "COMMUNICATION" or "COMMUNICATIONS" on the grounds that Cal. Code of Civ. Pro. §
28 2031.010 does not require State Farm to produce "communications" that do not already exist on a

1 medium from which information can be obtained.

2
3 **DEFINITION 15:**

4 “TRAINING TRANSCRIPT” means the record of training, continuing education courses
5 and/or assessments and/or knowledge checks maintained by YOU for each individual employed by
6 YOU who is either responsible for the investigation and/or adjustment of first party property claims
7 or responsible for supervising others that are responsible for the investigation and/or adjustment of
8 first party property claims.

9 **RESPONSE TO DEFINITION 15:**

10 State Farm objects to the term “TRAINING TRANSCRIPT” as vague, ambiguous,
11 overbroad and disproportionate to the needs of the case. Further, the definition is not limited to the
12 type of claim or issues involved in this matter.

13
14 **DEFINITION 16:**

15 “MY BLOCK” means the record of monthly or other periodic written assessments and/or
16 evaluations of work performed by each individual employed by YOU who is either responsible for
17 the investigation and/or adjustment of first party property claims or responsible for supervising
18 others that are responsible for the investigation and/or adjustment of first party property claims.

19 **RESPONSE TO DEFINITION 16:**

20 State Farm objects to the term “MY BLOCK” as vague, ambiguous, overbroad and
21 disproportionate to the needs of the case. Further, the definition is not limited to the type of claim or
22 issues involved in this matter. State Farm further objects to the definition to the extent it implies
23 State Farm has an obligation to provide discovery from sources that are not reasonably accessible.
24 Electronically stored information (“ESI”) is frequently duplicated and disbursed in the ordinary
25 course of business and discovery regarding all identical copies of ESI would be cumulative,
26 duplicative, and impose unnecessary burdens without any benefit to the adjudication of this action.
27 Cal. Code of Civ. Pro. § 2017.020(a). Finally, State Farm objects to the definition of “MY
28 BLOCK” to the extent it would require the disclosure of information protected from discovery by

1 the attorney-client privilege, work product doctrine, or other privileges recognized by law.

2
3 **III.**

4 **REQUESTS FOR PRODUCTION AND RESPONSES**

5 **REQUEST FOR PRODUCTION NO. 1:**

6 All emails RELATING TO the CLAIM, PROPERTY, or PLAINTIFF, including but not
7 limited to emails sent to or received from Carolyn Johnson Gray, Gloria Jarvis, Jeannie Erickson
8 Sylvia, Gerald Newlin, Fire Claims Support Unit, William Trujillo, Bailey Bingham, and/or Ryan C.
9 White.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

11 State Farm objects to this request on the grounds that it is overly broad with respect to the
12 broad categories of personnel and documents potentially encompassed by this request. Further, the
13 request is overly broad in scope (not limited to documents pertinent to the specific insurance claims
14 and/or coverages at issue in this litigation) and time (not limited by a reasonable period). This
15 request is not reasonably tailored to include only matters relevant to the issues involved in this
16 lawsuit; it seeks information that is neither relevant nor reasonably calculated to lead to the
17 discovery of admissible evidence. Further, due to the overly broad nature of this request, it is a
18 potential invasion of the attorney-client privilege and the work product doctrine.

19 Information regarding the claim at issue in this litigation is created, stored, managed and
20 accessed primarily in and through the Enterprise Claims System (“ECS”), a proprietary web-based
21 system used by State Farm claims associates. “Claim File” has a distinct meaning to State Farm
22 based upon the portion of its Operation Guide that provides instructions on what to retrieve from
23 ECS to generate a Claim File for production outside the ECS environment. State Farm has produced
24 its Claim File for the subject claim (Bates numbers CF_00001-769) as it does in the usual course of
25 business pursuant to its Operation Guide 825-100. State Farm expressly objects to this request to the
26 extent it seeks information protected by the attorney client privilege and/or attorney work product
27 doctrine, and it is withholding portions of its Claim File that contain information protected by the
28 attorney client privilege and/or is work product.

1 To the extent that this request seeks production of information other than the “Claim File” as
2 described above, State Farm objects to this request as overbroad, vague, ambiguous, unduly
3 burdensome, and as seeking information that is neither relevant nor reasonably calculated to lead to
4 the discovery of admissible evidence. Further, the documents sought may also violate the attorney-
5 client privilege and work product doctrine. Subject to and without waiving this objection, any
6 additional responsive, non-privileged material related to the subject claim that is not considered part
7 of the “Claim File” will be produced.

8 Additionally, to the extent Plaintiff intended to seek underwriting information, State Farm
9 further objects to this request on the grounds that it is overly broad in scope (not limited to materials
10 applicable to the specific insurance claims and/or coverages at issue in this litigation) and time (not
11 limited to a reasonable period of time). This request is not reasonably tailored to include only
12 matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant nor
13 reasonably calculated to lead to the discovery of admissible evidence. There is no dispute that the
14 applicable policy was in effect on the date of loss. State Farm further objects to this request to the
15 extent it assumes a physical underwriting file folder exists, and because this request is vague and
16 ambiguous as to what is sought. State Farm does not maintain a physical file folder with respect to
17 most insurance policies issued. Rather, underwriting information is stored electronically in multiple
18 locations. Consequently, this request has the potential to be unduly burdensome.

19
20 **REQUEST FOR PRODUCTION NO. 2:**

21 All DOCUMENTS used by YOU to provide guidance to, or to train, your claims handlers,
22 supervisors, managers, agents, vendors, and outside adjusters, relating to the INVESTIGATION
23 and ADJUSTING of water losses.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

25 State Farm objects to this request on the grounds that it is overly broad in scope (types of
26 claims and insurance coverage), time (not limited by the period of time when this claim was
27 handled), and geographic area (not limited to California). This request is not reasonably tailored to
28 include only matters relevant to the issues involved in this lawsuit and is potentially unduly

1 burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the
2 discovery of admissible evidence. State Farm's procedures are intended to provide guidance, but
3 each claim is handled on its own merits. Further, this request seeks information protected from
4 disclosure by the attorney-client privilege and attorney work product doctrine. Finally, State Farm
5 objects to this request to the extent it seeks confidential, proprietary business information and/or
6 trade secrets. Plaintiff has not established that such information is necessary to a fair adjudication of
7 this case.

8 Subject to and without waiving the aforementioned objections, State Farm has produced the
9 relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in
10 effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional
11 References applicable and in effect on the date of loss, and additional materials representative of
12 resources available during the relevant timeframe for handling of the underlying claim. Further,
13 subject to the protective order in this case, State Farm has produced the relevant confidential and/or
14 trade secret sections of these materials. [See documents Bates numbered PACHB00000001-1006.]

15 For information reflecting the application of claims procedures to Plaintiff's claim, see the
16 Claim File for the claim at issue in this litigation. "Claim File" has a distinct meaning to State Farm
17 based upon the portion of its Operation Guide that provides instructions on what to retrieve from
18 ECS to generate a Claim File for production outside the ECS environment. State Farm has produced
19 its Claim File for the subject claim (Bates numbers CF_00001-769) in reasonably usable format as it
20 does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding
21 information protected by the attorney client privilege and/or that is work product. State Farm has
22 produced the non-privileged documents described above and withheld other potentially responsive
23 documents based on the stated objections.

24 To the extent this request may seek information regarding training, State Farm objects to this
25 request as vague, ambiguous, and overly broad with respect to the use of the terms "All
26 DOCUMENTS", "to provide guidance to, or to train", and "relating to the INVESTIGATION and
27 ADJUSTING of water losses". State Farm further objects to this request on the grounds that it is
28 overly broad in scope (not limited to materials applicable to the specific insurance claims and/or

coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not established that such information is necessary to a fair adjudication of this case.

REQUEST FOR PRODUCTION NO. 3:

DOCUMENTS reflecting the California Fair Claims Settlement Practices Regulations YOU provided to YOUR employees or agents who INVESTIGATED and/or ADJUSTED the CLAIM.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

State Farm objects to this request on the grounds that it is overly broad in scope (types of claims and insurance coverage), time (not limited by the period of time when this claim was handled), and geographic area (not limited to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving the aforementioned objections, State Farm has produced the relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in

1 effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional
2 References applicable and in effect on the date of loss, and additional materials representative of
3 resources available during the relevant timeframe for handling of the underlying claim. Further,
4 subject to the protective order in this case, State Farm has produced the relevant confidential and/or
5 trade secret sections of these materials. [See documents Bates numbered PACHB00000001-1006.]

6 For information reflecting the application of claims procedures to Plaintiff's claim, see the
7 Claim File for the claim at issue in this litigation. "Claim File" has a distinct meaning to State Farm
8 based upon the portion of its Operation Guide that provides instructions on what to retrieve from
9 ECS to generate a Claim File for production outside the ECS environment. State Farm has produced
10 its Claim File for the subject claim (Bates numbers CF_00001-769) in reasonably usable format as it
11 does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding
12 information protected by the attorney client privilege and/or that is work product. State Farm is
13 producing the non-privileged documents described above and withholding other potentially
14 responsive documents based on the stated objections.

15
16 **REQUEST FOR PRODUCTION NO. 4:**

17 All DOCUMENTS used by YOU to provide guidance to, or to train, YOUR claims handlers,
18 supervisors, managers, agents, vendors, and outside adjusters, relating to the application of any
19 exclusion in the POLICY relating to water losses.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

21 State Farm objects to this request on the grounds that it is overly broad in scope (types of
22 claims and insurance coverage), time (not limited by the period of time when this claim was
23 handled), and geographic area (not limited to California). This request is not reasonably tailored to
24 include only matters relevant to the issues involved in this lawsuit and is potentially unduly
25 burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the
26 discovery of admissible evidence. State Farm's procedures are intended to provide guidance, but
27 each claim is handled on its own merits. Further, due to the overly broad nature of this request, it is a
28 potential invasion of the attorney-client privilege and the work product doctrine. Finally, State Farm

1 objects to this request to the extent it seeks confidential, proprietary business information and/or
2 trade secrets. Plaintiff has not established that such information is necessary to a fair adjudication of
3 this case.

4 Subject to and without waiving the aforementioned objections, State Farm has produced the
5 relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in
6 effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional
7 References applicable and in effect on the date of loss, and additional materials representative of
8 resources available during the relevant timeframe for handling of the underlying claim. Further,
9 subject to the protective order in this case, State Farm has produced the relevant confidential and/or
10 trade secret sections of these materials. [See documents Bates numbered PACHB00000001-1006.]

11 For information reflecting the application of claims procedures to Plaintiff's claim, see the
12 Claim File for the claim at issue in this litigation. "Claim File" has a distinct meaning to State Farm
13 based upon the portion of its Operation Guide that provides instructions on what to retrieve from
14 ECS to generate a Claim File for production outside the ECS environment. State Farm has produced
15 its Claim File for the subject claim (Bates numbers CF_00001-769) in reasonably usable format as it
16 does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding
17 information protected by the attorney client privilege and/or that is work product. State Farm is
18 producing the non-privileged documents described above and withholding other potentially
19 responsive documents based on the stated objections.

20 To the extent this request may seek information regarding training, State Farm objects to this
21 request as vague, ambiguous, and overly broad with respect to the use of the terms "All
22 DOCUMENTS", "to provide guidance to, or to train", and "relating to the application of any
23 exclusion in the POLICY relating to water losses". State Farm further objects to this request on the
24 grounds that it is overly broad in scope (not limited to materials applicable to the specific insurance
25 claims and/or coverages at issue in this litigation; not limited to materials pertinent to the claims
26 personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and
27 geographic area (not limited to materials applicable to California). This request is not reasonably
28 tailored to include only matters relevant to the issues involved in this lawsuit and is potentially

1 unduly burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to
2 the discovery of admissible evidence. State Farm's procedures are intended to provide guidance, but
3 each claim is handled on its own merits. Moreover, materials on which individuals were trained prior
4 to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses,
5 and/or which pertain only to other areas of the country, are neither material nor relevant to the
6 matters at issue in this case. Finally, State Farm objects to this request to the extent it seeks
7 confidential, proprietary business information and/or trade secrets. Plaintiff has not established that
8 such information is necessary to a fair adjudication of this case.

9
10 **REQUEST FOR PRODUCTION NO. 5:**

11 All DOCUMENTS used by YOU to provide guidance to, or to train, YOUR claims handlers,
12 supervisors, managers, agents, vendors, and outside adjusters, relating to the application of any
13 exclusion in the POLICY relating to latent defect, wear, tear, deterioration, inherent vice, latent
14 defect, or mechanical breakdown.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

16 State Farm objects to this request on the grounds that it is overly broad in scope (types of
17 claims and insurance coverage), time (not limited by the period of time when this claim was
18 handled), and geographic area (not limited to California). This request is not reasonably tailored to
19 include only matters relevant to the issues involved in this lawsuit and is potentially unduly
20 burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the
21 discovery of admissible evidence. State Farm's procedures are intended to provide guidance, but
22 each claim is handled on its own merits. Finally, State Farm objects to this request to the extent it
23 seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not
24 established that such information is necessary to a fair adjudication of this case.

25 Subject to and without waiving the aforementioned objections, State Farm has produced the
26 relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in
27 effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional
28 References applicable and in effect on the date of loss, and additional materials representative of

1 resources available during the relevant timeframe for handling of the underlying claim. Further,
2 subject to the protective order in this case, State Farm has produced the relevant confidential and/or
3 trade secret sections of these materials. [See documents Bates numbered PACHB000000001-1006.]

4 For information reflecting the application of claims procedures to Plaintiff's claim, see the
5 Claim File for the claim at issue in this litigation. "Claim File" has a distinct meaning to State Farm
6 based upon the portion of its Operation Guide that provides instructions on what to retrieve from
7 ECS to generate a Claim File for production outside the ECS environment. State Farm has produced
8 its Claim File for the subject claim (Bates numbers CF_00001-769) in reasonably usable format as it
9 does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding
10 information protected by the attorney client privilege and/or that is work product. State Farm is
11 producing the non-privileged documents described above and withholding other potentially
12 responsive documents based on the stated objections.

13 To the extent this request may seek information regarding training, State Farm objects to this
14 request as vague, ambiguous, and overly broad with respect to the use of the terms "All
15 DOCUMENTS", "to provide guidance to, or to train", and "relating to the application of any
16 exclusion in the POLICY relating to latent defect, wear, tear, deterioration, inherent vice, latent
17 defect, or mechanical breakdown". State Farm further objects to this request on the grounds that it is
18 overly broad in scope (not limited to materials applicable to the specific insurance claims and/or
19 coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who
20 adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area
21 (not limited to materials applicable to California). This request is not reasonably tailored to include
22 only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it
23 seeks information that is neither relevant nor reasonably calculated to lead to the discovery of
24 admissible evidence. State Farm's procedures are intended to provide guidance, but each claim is
25 handled on its own merits. Moreover, materials on which individuals were trained prior to the date of
26 loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which
27 pertain only to other areas of the country, are neither material nor relevant to the matters at issue in
28 this case. Further, due to the overly broad nature of this request, it is a potential invasion of the

1 attorney-client privilege and the work product doctrine. Finally, State Farm objects to this request to
2 the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiff has
3 not established that such information is necessary to a fair adjudication of this case.

4
5 **REQUEST FOR PRODUCTION NO. 6:**

6 All DOCUMENTS used by YOU to provide guidance to, or to train, YOUR claims handlers,
7 supervisors, managers, agents vendors, and outside adjusters, relating to the meaning or application
8 of the following as applied to water losses of the following words in the POLICY: continuous,
9 repeating, gradual, intermittent, slow, or trickling.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

11 State Farm objects to this request on the grounds that it is overly broad in scope (types of
12 claims and insurance coverage), time (not limited by the period of time when this claim was
13 handled), and geographic area (not limited to California). This request is not reasonably tailored to
14 include only matters relevant to the issues involved in this lawsuit and is potentially unduly
15 burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the
16 discovery of admissible evidence. State Farm's procedures are intended to provide guidance, but
17 each claim is handled on its own merits. Finally, State Farm objects to this request to the extent it
18 seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not
19 established that such information is necessary to a fair adjudication of this case.

20 Subject to and without waiving the aforementioned objections, State Farm has produced the
21 relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in
22 effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional
23 References applicable and in effect on the date of loss, and additional materials representative of
24 resources available during the relevant timeframe for handling of the underlying claim. Further,
25 subject to the protective order in this case, State Farm has produced the relevant confidential and/or
26 trade secret sections of these materials. [See documents Bates numbered PACHB00000001-1006.]

27 For information reflecting the application of claims procedures to Plaintiff's claim, see the
28 Claim File for the claim at issue in this litigation. "Claim File" has a distinct meaning to State Farm

1 based upon the portion of its Operation Guide that provides instructions on what to retrieve from
2 ECS to generate a Claim File for production outside the ECS environment. State Farm has produced
3 its Claim File for the subject claim (Bates numbers CF_00001-769) in reasonably usable format as it
4 does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding
5 information protected by the attorney client privilege and/or that is work product. State Farm is
6 producing the non-privileged documents described above and withholding other potentially
7 responsive documents based on the stated objections.

8 To the extent this request may seek information regarding training, State Farm objects to this
9 request as vague, ambiguous, and overly broad with respect to the use of the terms “All
10 DOCUMENTS”, “to provide guidance to, or to train”, and “relating to the meaning or application of
11 the following as applied to water losses of the following words in the POLICY: continuous,
12 repeating, gradual, intermittent, slow, or trickling”. State Farm further objects to this request on the
13 grounds that it is overly broad in scope (not limited to materials applicable to the specific insurance
14 claims and/or coverages at issue in this litigation; not limited to materials pertinent to the claims
15 personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and
16 geographic area (not limited to materials applicable to California). This request is not reasonably
17 tailored to include only matters relevant to the issues involved in this lawsuit and is potentially
18 unduly burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to
19 the discovery of admissible evidence. State Farm’s procedures are intended to provide guidance, but
20 each claim is handled on its own merits. Moreover, materials on which individuals were trained prior
21 to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses,
22 and/or which pertain only to other areas of the country, are neither material nor relevant to the
23 matters at issue in this case. Further, due to the overly broad nature of this request, it is a potential
24 invasion of the attorney-client privilege and the work product doctrine. Finally, State Farm objects to
25 this request to the extent it seeks confidential, proprietary business information and/or trade secrets.
26 Plaintiff has not established that such information is necessary to a fair adjudication of this case.

27 /////

28 /////

1 **REQUEST FOR PRODUCTION NO. 7:**

2 All DOCUMENTS used by YOU to provide guidance to, or to train, YOUR claims handlers,
3 supervisors, managers, agents vendors, and outside adjusters, relating to the meaning or application
4 as applied to water losses of the following phrase in the POLICY: “occurs or develops over a period
5 of time.”

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

7 State Farm objects to this request on the grounds that it is overly broad in scope (types of
8 claims and insurance coverage), time (not limited by the period of time when this claim was
9 handled), and geographic area (not limited to California). This request is not reasonably tailored to
10 include only matters relevant to the issues involved in this lawsuit and is potentially unduly
11 burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the
12 discovery of admissible evidence. State Farm’s procedures are intended to provide guidance, but
13 each claim is handled on its own merits. Finally, State Farm objects to this request to the extent it
14 seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not
15 established that such information is necessary to a fair adjudication of this case.

16 Subject to and without waiving the aforementioned objections, State Farm has produced the
17 relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in
18 effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional
19 References applicable and in effect on the date of loss, and additional materials representative of
20 resources available during the relevant timeframe for handling of the underlying claim. Further,
21 subject to the protective order in this case, State Farm has produced the relevant confidential and/or
22 trade secret sections of these materials. [See documents Bates numbered PACHB00000001-1006.]

23 For information reflecting the application of claims procedures to Plaintiff’s claim, see the
24 Claim File for the claim at issue in this litigation. “Claim File” has a distinct meaning to State Farm
25 based upon the portion of its Operation Guide that provides instructions on what to retrieve from
26 ECS to generate a Claim File for production outside the ECS environment. State Farm has produced
27 its Claim File for the subject claim (Bates numbers CF_00001-769) in reasonably usable format as it
28 does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding

1 information protected by the attorney client privilege and/or that is work product. State Farm is
2 producing the non-privileged documents described above and withholding other potentially
3 responsive documents based on the stated objections.

4 To the extent this request may seek information regarding training, State Farm objects to this
5 request as vague, ambiguous, and overly broad with respect to the use of the terms “All
6 DOCUMENTS”, “to provide guidance to, or to train”, and “the meaning or application as applied to
7 water losses”. State Farm further objects to this request on the grounds that it is overly broad in
8 scope (not limited to materials applicable to the specific insurance claims and/or coverages at issue
9 in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject
10 claim), time (not limited to a reasonable period of time), and geographic area (not limited to
11 materials applicable to California). This request is not reasonably tailored to include only matters
12 relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks
13 information that is neither relevant nor reasonably calculated to lead to the discovery of admissible
14 evidence. State Farm’s procedures are intended to provide guidance, but each claim is handled on its
15 own merits. Moreover, materials on which individuals were trained prior to the date of loss, and
16 which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain
17 only to other areas of the country, are neither material nor relevant to the matters at issue in this case.
18 Further, due to the overly broad nature of this request, it is a potential invasion of the attorney-client
19 privilege and the work product doctrine. Finally, State Farm objects to this request to the extent it
20 seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not established
21 that such information is necessary to a fair adjudication of this case.

22
23 **REQUEST FOR PRODUCTION NO. 8:**

24 All DOCUMENTS used by YOU to provide guidance to, or to train, YOUR claims handlers,
25 supervisors, managers, agents vendors, and outside adjusters, relating to the meaning or application
26 of the SEEPAGE EXCLUSION at any time.

27 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8:**

28 State Farm objects to this request on the grounds that it is overly broad in scope (types of

1 claims and insurance coverage), time (not limited by the period of time when this claim was
2 handled), and geographic area (not limited to California). This request is not reasonably tailored to
3 include only matters relevant to the issues involved in this lawsuit and is potentially unduly
4 burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the
5 discovery of admissible evidence. State Farm's procedures are intended to provide guidance, but
6 each claim is handled on its own merits. Finally, State Farm objects to this request to the extent it
7 seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not
8 established that such information is necessary to a fair adjudication of this case.

9 Subject to and without waiving the aforementioned objections, State Farm has produced the
10 relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in
11 effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional
12 References applicable and in effect on the date of loss, and additional materials representative of
13 resources available during the relevant timeframe for handling of the underlying claim. Further,
14 subject to the protective order in this case, State Farm has produced the relevant confidential and/or
15 trade secret sections of these materials. [See documents Bates numbered PACHB00000001-1006.]

16 For information reflecting the application of claims procedures to Plaintiff's claim, see the
17 Claim File for the claim at issue in this litigation. "Claim File" has a distinct meaning to State Farm
18 based upon the portion of its Operation Guide that provides instructions on what to retrieve from
19 ECS to generate a Claim File for production outside the ECS environment. State Farm has produced
20 its Claim File for the subject claim (Bates numbers CF_00001-769) in reasonably usable format as it
21 does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding
22 information protected by the attorney client privilege and/or that is work product. State Farm is
23 producing the non-privileged documents described above and withholding other potentially
24 responsive documents based on the stated objections.

25 To the extent this request may seek information regarding training, State Farm objects to this
26 request as vague, ambiguous, and overly broad with respect to the use of the terms "All
27 DOCUMENTS", "to provide guidance to, or to train", and "relating to the meaning or application of
28 the SEEPAGE EXCLUSION at any time". State Farm further objects to this request on the grounds

1 that it is overly broad in scope (not limited to materials applicable to the specific insurance claims
2 and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel
3 who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic
4 area (not limited to materials applicable to California). This request is not reasonably tailored to
5 include only matters relevant to the issues involved in this lawsuit and is potentially unduly
6 burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the
7 discovery of admissible evidence. State Farm's procedures are intended to provide guidance, but
8 each claim is handled on its own merits. Moreover, materials on which individuals were trained prior
9 to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses,
10 and/or which pertain only to other areas of the country, are neither material nor relevant to the
11 matters at issue in this case. Further, due to the overly broad nature of this request, it is a potential
12 invasion of the attorney-client privilege and the work product doctrine. Finally, State Farm objects to
13 this request to the extent it seeks confidential, proprietary business information and/or trade secrets.
14 Plaintiff has not established that such information is necessary to a fair adjudication of this case.

15
16 **REQUEST FOR PRODUCTION NO. 9:**

17 YOUR training and/or written guidelines provided to Carolyn Johnson Gray, Gloria Jarvis,
18 Jeannie Erickson Sylvia and Gerald Newlin, at any time regarding application of the SEEPAGE
19 EXCLUSION.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

21 State Farm objects to this request on the grounds that it is overly broad in scope (types of
22 claims and insurance coverage), time (not limited by the period of time when this claim was
23 handled), and geographic area (not limited to California). This request is not reasonably tailored to
24 include only matters relevant to the issues involved in this lawsuit and is potentially unduly
25 burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the
26 discovery of admissible evidence. State Farm's procedures are intended to provide guidance, but
27 each claim is handled on its own merits. Finally, State Farm objects to this request to the extent it
28 seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not

1 established that such information is necessary to a fair adjudication of this case.

2 Subject to and without waiving the aforementioned objections, State Farm has produced the
3 relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in
4 effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional
5 References applicable and in effect on the date of loss, and additional materials representative of
6 resources available during the relevant timeframe for handling of the underlying claim. Further,
7 subject to the protective order in this case, State Farm has produced the relevant confidential and/or
8 trade secret sections of these materials. [See documents Bates numbered PACHB00000001-1006.]

9 For information reflecting the application of claims procedures to Plaintiff's claim, see the
10 Claim File for the claim at issue in this litigation. "Claim File" has a distinct meaning to State Farm
11 based upon the portion of its Operation Guide that provides instructions on what to retrieve from
12 ECS to generate a Claim File for production outside the ECS environment. State Farm has produced
13 its Claim File for the subject claim (Bates numbers CF_00001-769) in reasonably usable format as it
14 does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding
15 information protected by the attorney client privilege and/or that is work product. State Farm is
16 producing the non-privileged documents described above and withholding other potentially
17 responsive documents based on the stated objections.

18 To the extent this request may seek information regarding training, State Farm objects to this
19 request as vague, ambiguous, and overly broad with respect to the use of the terms "training and/or
20 written guidelines" and "regarding application of the SEEPAGE EXCLUSION". State Farm further
21 objects to this request on the grounds that it is overly broad in scope (not limited to materials
22 applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to
23 materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a
24 reasonable period of time), and geographic area (not limited to materials applicable to California).
25 This request is not reasonably tailored to include only matters relevant to the issues involved in this
26 lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant nor
27 reasonably calculated to lead to the discovery of admissible evidence. State Farm's procedures are
28 intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on

1 which individuals were trained prior to the date of loss, and which were obsolete on the date of loss,
2 which pertain only to other losses, and/or which pertain only to other areas of the country, are
3 neither material nor relevant to the matters at issue in this case. Further, due to the overly broad
4 nature of this request, it is a potential invasion of the attorney-client privilege and the work product
5 doctrine. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary
6 business information and/or trade secrets. Plaintiff has not established that such information is
7 necessary to a fair adjudication of this case.

8
9 **REQUEST FOR PRODUCTION NO. 10:**

10 YOUR guidelines and/or training provided at any time to Carolyn Johnson Gray, Gloria
11 Jarvis, Jeannie Erickson Sylvia and Gerald Newlin, on the issue of elimination of bias in the
12 ADJUSTMENT and/or INVESTIGATION of property claims.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 10:**

14 State Farm objects to this request on the grounds that it is overly broad in scope (types of
15 claims and insurance coverage), time (not limited by the period of time when this claim was
16 handled), and geographic area (not limited to California). This request is not reasonably tailored to
17 include only matters relevant to the issues involved in this lawsuit and is potentially unduly
18 burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the
19 discovery of admissible evidence. State Farm's procedures are intended to provide guidance, but
20 each claim is handled on its own merits. Finally, State Farm objects to this request to the extent it
21 seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not
22 established that such information is necessary to a fair adjudication of this case.

23 Subject to and without waiving the aforementioned objections, State Farm has produced the
24 relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in
25 effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional
26 References applicable and in effect on the date of loss, and additional materials representative of
27 resources available during the relevant timeframe for handling of the underlying claim. Further,
28 subject to the protective order in this case, State Farm has produced the relevant confidential and/or

1 trade secret sections of these materials. [See documents Bates numbered PACHB000000001-1006.]

2 For information reflecting the application of claims procedures to Plaintiff's claim, see the
3 Claim File for the claim at issue in this litigation. "Claim File" has a distinct meaning to State Farm
4 based upon the portion of its Operation Guide that provides instructions on what to retrieve from
5 ECS to generate a Claim File for production outside the ECS environment. State Farm has produced
6 its Claim File for the subject claim (Bates numbers CF_00001-769) in reasonably usable format as it
7 does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding
8 information protected by the attorney client privilege and/or that is work product. State Farm is
9 producing the non-privileged documents described above and withholding other potentially
10 responsive documents based on the stated objections.

11 To the extent this request may seek information regarding training, State Farm objects to this
12 request as vague, ambiguous, and overly broad with respect to the use of the terms "guidelines
13 and/or training" and "the issue of elimination of bias in the ADJUSTMENT and/or
14 INVESTIGATION of property claims". State Farm further objects to this request on the grounds
15 that it is overly broad in scope (not limited to materials applicable to the specific insurance claims
16 and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel
17 who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic
18 area (not limited to materials applicable to California). This request is not reasonably tailored to
19 include only matters relevant to the issues involved in this lawsuit and is potentially unduly
20 burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the
21 discovery of admissible evidence. State Farm's procedures are intended to provide guidance, but
22 each claim is handled on its own merits. Moreover, materials on which individuals were trained prior
23 to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses,
24 and/or which pertain only to other areas of the country, are neither material nor relevant to the
25 matters at issue in this case. Further, due to the overly broad nature of this request, it is a potential
26 invasion of the attorney-client privilege and the work product doctrine. Finally, State Farm objects
27 to this request to the extent it seeks confidential, proprietary business information and/or trade
28 secrets. Plaintiff has not established that such information is necessary to a fair adjudication of this

1 case.

2
3 **REQUEST FOR PRODUCTION NO. 12:**

4 Any and all actions taken by YOU to for the purpose of elimination and/or reducing bias in
5 YOUR INVESTIGATION and/or ADJUSTMENT of property claims following lawsuits which
6 allege, and/or media reports, of YOUR bias in the underwriting of property insurance policies, sales
7 of property insurance policy, and/or the INVESTIGATION and ADJUSTMENT of property claims,
8 from January 2018 to the present.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 12:**

10 State Farm objects to this request on the grounds that it is overly broad in scope (types of
11 claims and insurance coverage), time (not limited by the period of time when this claim was
12 handled), and geographic area (not limited to California). State Further disputes Plaintiff's
13 characterization of "lawsuits . . .and/or media reports" regarding "bias in the underwriting of
14 property insurance policies, sales of property insurance policy, and/or the INVESTIGATION and
15 ADJUSTMENT of property claims". This request is not reasonably tailored to include only matters
16 relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks
17 information that is neither relevant nor reasonably calculated to lead to the discovery of admissible
18 evidence. State Farm's procedures are intended to provide guidance, but each claim is handled on its
19 own merits. Further, due to the overly broad nature of this request, it is a potential invasion of the
20 attorney-client privilege and the work product doctrine. Finally, State Farm objects to this request to
21 the extent it seeks confidential, proprietary business information and/or trade secrets or calls for
22 information subject to the attorney-client privilege and/or that is work product. Plaintiff has not
23 established that such information is necessary to a fair adjudication of this case.

24 Subject to and without waiving the aforementioned objections, State Farm has produced the
25 relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in
26 effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional
27 References applicable and in effect on the date of loss, and additional materials representative of
28 resources available during the relevant timeframe for handling of the underlying claim. Further,

1 subject to the protective order in this case, State Farm has produced the relevant confidential and/or
2 trade secret sections of these materials. [See documents Bates numbered PACHB00000001-1006.]

3 For information reflecting the application of claims procedures to Plaintiff's claim, see the
4 Claim File for the claim at issue in this litigation. "Claim File" has a distinct meaning to State Farm
5 based upon the portion of its Operation Guide that provides instructions on what to retrieve from
6 ECS to generate a Claim File for production outside the ECS environment. State Farm has produced
7 its Claim File for the subject claim (Bates numbers CF_00001-769) in reasonably usable format as it
8 does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding
9 information protected by the attorney client privilege and/or that is work product. State Farm is
10 producing the non-privileged documents described above and withholding other potentially
11 responsive documents based on the stated objections.

12 To the extent this request may seek information regarding training, State Farm objects to this
13 request as vague, ambiguous, and overly broad with respect to the use of the terms "elimination
14 and/or reducing bias in [State Farm's] INVESTIGATION and/or ADJUSTMENT of property
15 claims". State Farm further objects to this request on the grounds that it is overly broad in scope (not
16 limited to materials applicable to the specific insurance claims and/or coverages at issue in this
17 litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim),
18 time (not limited to a reasonable period of time), and geographic area (not limited to materials
19 applicable to California). This request is not reasonably tailored to include only matters relevant to
20 the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is
21 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. State
22 Farm's procedures are intended to provide guidance, but each claim is handled on its own merits.
23 Moreover, materials on which individuals were trained prior to the date of loss, and which were
24 obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other
25 areas of the country, are neither material nor relevant to the matters at issue in this case. Further, due
26 to the overly broad nature of this request, it is a potential invasion of the attorney-client privilege and
27 the work product doctrine. Finally, State Farm objects to this request to the extent it seeks
28 confidential, proprietary business information and/or trade secrets. Plaintiff has not established that

1 such information is necessary to a fair adjudication of this case.

2
3 **REQUEST FOR PRODUCTION NO. 13:**

4 Each TRAINING TRANSCRIPT for YOUR employee Carolyn Johnson Gray reflecting
5 training and knowledge check scores from January 1, 2017, through the date of production.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

7 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
8 use of the terms “Each TRAINING TRANSCRIPT” and “reflecting training and knowledge check
9 scores”. State Farm further objects to this request on the grounds that it is overly broad in scope (not
10 limited to materials applicable to the specific insurance claims and/or coverages at issue in this
11 litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim),
12 time (not limited to a reasonable period of time), and geographic area (not limited to materials
13 applicable to California). This request is not reasonably tailored to include only matters relevant to
14 the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is
15 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. State
16 Farm’s procedures are intended to provide guidance, but each claim is handled on its own merits.
17 Moreover, materials on which individuals were trained prior to the date of loss, and which were
18 obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other
19 areas of the country, are neither material nor relevant to the matters at issue in this case. Finally,
20 State Farm objects to this request to the extent it seeks confidential, proprietary business information
21 and/or trade secrets. Plaintiff has not established that such information is necessary to a fair
22 adjudication of this case.

23
24 **REQUEST FOR PRODUCTION NO. 14:**

25 Each MY BLOCK report for YOUR employee Carolyn Johnson Gray reflecting monthly or
26 other periodic performance reviews and assessments conducted by their supervisor from January 1,
27 2017, through the date of production.

28 /////

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

State Farm objects to this request on the grounds that it is overbroad in scope (not limited in terms of scope of employment or assignment; not limited to materials pertinent to the specific insurance claims and/or coverages at issue in this litigation) and time (not limited to a reasonable period of time). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. This type of inquiry goes beyond what is needed to address the claims and defenses at issue; it is not likely to assist in the resolution of this this case, and therefore any burden to State Farm would be disproportionate to the scope of the matter. State Farm further objects to this request because it unduly invades the privacy of its employees and is broad enough to potentially implicate information that is confidential, proprietary business information. Plaintiff has not established that such information is necessary to a fair adjudication of this case.

REQUEST FOR PRODUCTION NO. 15:

Each TRAINING TRANSCRIPT for YOUR employee Gloria Jarvis reflecting training and knowledge check scores from January 1, 2017, through the date of production.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

State Farm objects to this request as vague, ambiguous, and overly broad with respect to the use of the terms “Each TRAINING TRANSCRIPT” and “reflecting training and knowledge check scores”. State Farm further objects to this request on the grounds that it is overly broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were trained prior to the date of loss, and which were

1 obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other
2 areas of the country, are neither material nor relevant to the matters at issue in this case. Finally,
3 State Farm objects to this request to the extent it seeks confidential, proprietary business information
4 and/or trade secrets. Plaintiff has not established that such information is necessary to a fair
5 adjudication of this case.

6
7 **REQUEST FOR PRODUCTION NO. 16:**

8 Each MY BLOCK report for YOUR employee Gloria Jarvis reflecting monthly or other
9 periodic performance reviews and assessments conducted by their supervisor from January 1, 2017,
10 through the date of production.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 16:**

12 State Farm objects to this request on the grounds that it is overbroad in scope (not limited in
13 terms of scope of employment or assignment; not limited to materials pertinent to the specific
14 insurance claims and/or coverages at issue in this litigation) and time (not limited to a reasonable
15 period of time). This request is not reasonably tailored to include only matters relevant to the issues
16 involved in this lawsuit; it seeks information that is neither relevant nor reasonably calculated to lead
17 to the discovery of admissible evidence. This type of inquiry goes beyond what is needed to address
18 the claims and defenses at issue; it is not likely to assist in the resolution of this this case, and
19 therefore any burden to State Farm would be disproportionate to the scope of the matter. State Farm
20 further objects to this request because it unduly invades the privacy of its employees and is broad
21 enough to potentially implicate information that is confidential, proprietary business information.
22 Plaintiff has not established that such information is necessary to a fair adjudication of this case.

23
24 **REQUEST FOR PRODUCTION NO. 17:**

25 Each TRAINING TRANSCRIPT for YOUR employee Jeannie Erickson reflecting training
26 and knowledge check scores from January 1, 2017, through the date of production.

27 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

28 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the

1 use of the terms “Each TRAINING TRANSCRIPT” and “reflecting training and knowledge check
2 scores”. State Farm further objects to this request on the grounds that it is overly broad in scope (not
3 limited to materials applicable to the specific insurance claims and/or coverages at issue in this
4 litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim),
5 time (not limited to a reasonable period of time), and geographic area (not limited to materials
6 applicable to California). This request is not reasonably tailored to include only matters relevant to
7 the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is
8 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. State
9 Farm’s procedures are intended to provide guidance, but each claim is handled on its own merits.
10 Moreover, materials on which individuals were trained prior to the date of loss, and which were
11 obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other
12 areas of the country, are neither material nor relevant to the matters at issue in this case. Finally,
13 State Farm objects to this request to the extent it seeks confidential, proprietary business information
14 and/or trade secrets. Plaintiff has not established that such information is necessary to a fair
15 adjudication of this case.

16
17 **REQUEST FOR PRODUCTION NO. 18:**

18 Each MY BLOCK report for YOUR employee Jeannie Erickson reflecting monthly or other
19 periodic performance reviews and assessments conducted by their supervisor from January 1, 2017,
20 through the date of production.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18:**

22 State Farm objects to this request on the grounds that it is overbroad in scope (not limited in
23 terms of scope of employment or assignment; not limited to materials pertinent to the specific
24 insurance claims and/or coverages at issue in this litigation) and time (not limited to a reasonable
25 period of time). This request is not reasonably tailored to include only matters relevant to the issues
26 involved in this lawsuit; it seeks information that is neither relevant nor reasonably calculated to lead
27 to the discovery of admissible evidence. This type of inquiry goes beyond what is needed to address
28 the claims and defenses at issue; it is not likely to assist in the resolution of this this case, and

1 therefore any burden to State Farm would be disproportionate to the scope of the matter. State Farm
2 further objects to this request because it unduly invades the privacy of its employees and is broad
3 enough to potentially implicate information that is confidential, proprietary business information.
4 Plaintiff has not established that such information is necessary to a fair adjudication of this case.

5
6 **REQUEST FOR PRODUCTION NO. 19:**

7 Each TRAINING TRANSCRIPT for YOUR employee Gerald Newlin reflecting training and
8 knowledge check scores from January 1, 2017, through the date of production.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

10 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
11 use of the terms “Each TRAINING TRANSCRIPT” and “reflecting training and knowledge check
12 scores”. State Farm further objects to this request on the grounds that it is overly broad in scope (not
13 limited to materials applicable to the specific insurance claims and/or coverages at issue in this
14 litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim),
15 time (not limited to a reasonable period of time), and geographic area (not limited to materials
16 applicable to California). This request is not reasonably tailored to include only matters relevant to
17 the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is
18 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. State
19 Farm’s procedures are intended to provide guidance, but each claim is handled on its own merits.
20 Moreover, materials on which individuals were trained prior to the date of loss, and which were
21 obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other
22 areas of the country, are neither material nor relevant to the matters at issue in this case. Finally,
23 State Farm objects to this request to the extent it seeks confidential, proprietary business information
24 and/or trade secrets. Plaintiff has not established that such information is necessary to a fair
25 adjudication of this case.

26
27 **REQUEST FOR PRODUCTION NO 20:**

28 Each MY BLOCK report for YOUR employee Gerald Newlin reflecting monthly or other

1 periodic performance reviews and assessments conducted by their supervisor from January 1, 2017,
2 through the date of production.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 20:**

4 State Farm objects to this request on the grounds that it is overbroad in scope (not limited in
5 terms of scope of employment or assignment; not limited to materials pertinent to the specific
6 insurance claims and/or coverages at issue in this litigation) and time (not limited to a reasonable
7 period of time). This request is not reasonably tailored to include only matters relevant to the issues
8 involved in this lawsuit; it seeks information that is neither relevant nor reasonably calculated to lead
9 to the discovery of admissible evidence. This type of inquiry goes beyond what is needed to address
10 the claims and defenses at issue; it is not likely to assist in the resolution of this this case, and
11 therefore any burden to State Farm would be disproportionate to the scope of the matter. State Farm
12 further objects to this request because it unduly invades the privacy of its employees and is broad
13 enough to potentially implicate information that is confidential, proprietary business information.
14 Plaintiff has not established that such information is necessary to a fair adjudication of this case.

15
16 **REQUEST FOR PRODUCTION NO. 21:**

17 ALL performance reviews for YOUR employee Carolyn Johnson Gray for the time period
18 January 1, 2017 through the date of production.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 21:**

20 State Farm objects to this request on the grounds that it is overbroad in scope (not limited in
21 terms of scope of employment or assignment; not limited to materials pertinent to the specific
22 insurance claims and/or coverages at issue in this litigation) and time (not limited to a reasonable
23 period of time). This request is not reasonably tailored to include only matters relevant to the issues
24 involved in this lawsuit; it seeks information that is neither relevant nor reasonably calculated to lead
25 to the discovery of admissible evidence. This type of inquiry goes beyond what is needed to address
26 the claims and defenses at issue; it is not likely to assist in the resolution of this this case, and
27 therefore any burden to State Farm would be disproportionate to the scope of the matter. State Farm
28 further objects to this request because it unduly invades the privacy of its employees and is broad

1 enough to potentially implicate information that is confidential, proprietary business information.
2 Plaintiff has not established that such information is necessary to a fair adjudication of this case.
3

4 **REQUEST FOR PRODUCTION NO. 22:**

5 DOCUMENTS relating to the training module “Water Loss Skill Review”, including but not
6 limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional
7 materials, notes, references, curriculum, screen images, video files, audio files, questions and
8 answers, and coverage scenarios.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 22:**

10 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
11 use of the terms “relating to the training module” and “curriculum guides, manuals, handouts,
12 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
13 video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects
14 to this request on the grounds that it is overly broad in scope (not limited to materials applicable to
15 the specific insurance claims and/or coverages at issue in this litigation; not limited to materials
16 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
17 period of time, including to the extent they seek information that post-dates the time of claim
18 handling), and geographic area (not limited to materials applicable to California). This request is not
19 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
20 potentially unduly burdensome; it seeks information that is neither relevant nor reasonably
21 calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to
22 provide guidance, but each claim is handled on its own merits. Moreover, materials on which
23 individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which
24 pertain only to other losses, and/or which pertain only to other areas of the country, are neither
25 material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of
26 this request, it is a potential invasion of the attorney-client privilege and the work product doctrine.
27 Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business
28 information and/or trade secrets. Plaintiff has not established that such information is necessary to a

1 fair adjudication of this case.

2
3 **REQUEST FOR PRODUCTION NO. 23:**

4 DOCUMENTS relating to the training module “In Role 2023 Water Skill review (Inactive)”,
5 including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools,
6 instructional materials, notes, references, curriculum, screen images, video files, audio files,
7 questions and answers, and coverage scenarios.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 23:**

9 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
10 use of the terms “relating to the training module” and “curriculum guides, manuals, handouts,
11 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
12 video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects
13 to this request on the grounds that it is overly broad in scope (not limited to materials applicable to
14 the specific insurance claims and/or coverages at issue in this litigation; not limited to materials
15 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
16 period of time, including to the extent they seek information that post-dates the time of claim
17 handling), and geographic area (not limited to materials applicable to California). This request is not
18 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
19 potentially unduly burdensome; it seeks information that is neither relevant nor reasonably
20 calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to
21 provide guidance, but each claim is handled on its own merits. Moreover, materials on which
22 individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which
23 pertain only to other losses, and/or which pertain only to other areas of the country, are neither
24 material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of
25 this request, it is a potential invasion of the attorney-client privilege and the work product doctrine.
26 Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business
27 information and/or trade secrets. Plaintiff has not established that such information is necessary to a
28 fair adjudication of this case.

1 **REQUEST FOR PRODUCTION NO. 24:**

2 DOCUMENTS relating to the training module “Water Mitigation Video Series”, including
3 but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional
4 materials, notes, references, curriculum, screen images, video files, audio files, questions and
5 answers, and coverage scenarios.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 24:**

7 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
8 use of the terms “relating to the training module” and “curriculum guides, manuals, handouts,
9 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
10 video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects
11 to this request on the grounds that it is overly broad in scope (not limited to materials applicable to
12 the specific insurance claims and/or coverages at issue in this litigation; not limited to materials
13 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
14 period of time, including to the extent they seek information that post-dates the time of claim
15 handling), and geographic area (not limited to materials applicable to California). This request is not
16 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
17 potentially unduly burdensome; it seeks information that is neither relevant nor reasonably
18 calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to
19 provide guidance, but each claim is handled on its own merits. Moreover, materials on which
20 individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which
21 pertain only to other losses, and/or which pertain only to other areas of the country, are neither
22 material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of
23 this request, it is a potential invasion of the attorney-client privilege and the work product doctrine.
24 Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business
25 information and/or trade secrets. Plaintiff has not established that such information is necessary to a
26 fair adjudication of this case.

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1 **REQUEST FOR PRODUCTION NO. 25:**

2 DOCUMENTS relating to the training modules “Water Damage Mitigation Module 1”
3 through “Water Damage Mitigation Module 7”, inclusive, including but not limited to curriculum
4 guides, manuals, handouts, workbooks, assessment tools, instructional materials, notes, references,
5 curriculum, screen images, video files, audio files, questions and answers, and coverage scenarios.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 25:**

7 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
8 use of the terms “relating to the training modules” and “curriculum guides, manuals, handouts,
9 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
10 video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects
11 to this request on the grounds that it is overly broad in scope (not limited to materials applicable to
12 the specific insurance claims and/or coverages at issue in this litigation; not limited to materials
13 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
14 period of time, including to the extent they seek information that post-dates the time of claim
15 handling), and geographic area (not limited to materials applicable to California). This request is not
16 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
17 potentially unduly burdensome; it seeks information that is neither relevant nor reasonably
18 calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to
19 provide guidance, but each claim is handled on its own merits. Moreover, materials on which
20 individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which
21 pertain only to other losses, and/or which pertain only to other areas of the country, are neither
22 material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of
23 this request, it is a potential invasion of the attorney-client privilege and the work product doctrine.
24 Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business
25 information and/or trade secrets. Plaintiff has not established that such information is necessary to a
26 fair adjudication of this case.

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1 **REQUEST FOR PRODUCTION NO. 26:**

2 DOCUMENTS relating to training materials “Water Damage Coverage Analysis (HW-2100
3 Series) Workday”, including but not limited to curriculum guides, manuals, handouts, workbooks,
4 assessment tools, instructional materials, notes, references, curriculum, screen images, video files,
5 audio files, questions and answers, and coverage scenarios.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 26:**

7 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
8 use of the terms “relating to training materials” and “curriculum guides, manuals, handouts,
9 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
10 video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects
11 to this request on the grounds that it is overly broad in scope (not limited to materials applicable to
12 the specific insurance claims and/or coverages at issue in this litigation; not limited to materials
13 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
14 period of time, including to the extent they seek information that post-dates the time of claim
15 handling), and geographic area (not limited to materials applicable to California). This request is not
16 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
17 potentially unduly burdensome; it seeks information that is neither relevant nor reasonably
18 calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to
19 provide guidance, but each claim is handled on its own merits. Moreover, materials on which
20 individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which
21 pertain only to other losses, and/or which pertain only to other areas of the country, are neither
22 material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of
23 this request, it is a potential invasion of the attorney-client privilege and the work product doctrine.
24 Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business
25 information and/or trade secrets. Plaintiff has not established that such information is necessary to a
26 fair adjudication of this case.

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1 **REQUEST FOR PRODUCTION NO. 27:**

2 DOCUMENTS relating to training materials “Water Damage Coverage Analysis (HW-2100
3 Series) course in Workday”, including but not limited to curriculum guides, manuals, handouts,
4 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
5 video files, audio files, questions and answers, and coverage scenarios.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 27:**

7 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
8 use of the terms “relating to training materials” and “curriculum guides, manuals, handouts,
9 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
10 video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects
11 to this request on the grounds that it is overly broad in scope (not limited to materials applicable to
12 the specific insurance claims and/or coverages at issue in this litigation; not limited to materials
13 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
14 period of time, including to the extent they seek information that post-dates the time of claim
15 handling), and geographic area (not limited to materials applicable to California). This request is not
16 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
17 potentially unduly burdensome; it seeks information that is neither relevant nor reasonably
18 calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to
19 provide guidance, but each claim is handled on its own merits. Moreover, materials on which
20 individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which
21 pertain only to other losses, and/or which pertain only to other areas of the country, are neither
22 material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of
23 this request, it is a potential invasion of the attorney-client privilege and the work product doctrine.
24 Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business
25 information and/or trade secrets. Plaintiff has not established that such information is necessary to a
26 fair adjudication of this case.

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1 **REQUEST FOR PRODUCTION NO. 28:**

2 DOCUMENTS relating to training materials “Water Coverage Introduction and QFC VOD”,
3 including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools,
4 instructional materials, notes, references, curriculum, screen images, video files, audio files,
5 questions and answers, and coverage scenarios.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 28:**

7 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
8 use of the terms “relating to training materials” and “curriculum guides, manuals, handouts,
9 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
10 video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects
11 to this request on the grounds that it is overly broad in scope (not limited to materials applicable to
12 the specific insurance claims and/or coverages at issue in this litigation; not limited to materials
13 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
14 period of time, including to the extent they seek information that post-dates the time of claim
15 handling), and geographic area (not limited to materials applicable to California). This request is not
16 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
17 potentially unduly burdensome; it seeks information that is neither relevant nor reasonably
18 calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to
19 provide guidance, but each claim is handled on its own merits. Moreover, materials on which
20 individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which
21 pertain only to other losses, and/or which pertain only to other areas of the country, are neither
22 material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of
23 this request, it is a potential invasion of the attorney-client privilege and the work product doctrine.
24 Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business
25 information and/or trade secrets. Plaintiff has not established that such information is necessary to a
26 fair adjudication of this case.

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1 **REQUEST FOR PRODUCTION NO. 29:**

2 DOCUMENTS relating to training materials “Water Coverage Investigation VOD”,
3 including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools,
4 instructional materials, notes, references, curriculum, screen images, video files, audio files,
5 questions and answers, and coverage scenarios.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 29:**

7 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
8 use of the terms “relating to training materials” and “curriculum guides, manuals, handouts,
9 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
10 video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects
11 to this request on the grounds that it is overly broad in scope (not limited to materials applicable to
12 the specific insurance claims and/or coverages at issue in this litigation; not limited to materials
13 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
14 period of time, including to the extent they seek information that post-dates the time of claim
15 handling), and geographic area (not limited to materials applicable to California). This request is not
16 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
17 potentially unduly burdensome; it seeks information that is neither relevant nor reasonably
18 calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to
19 provide guidance, but each claim is handled on its own merits. Moreover, materials on which
20 individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which
21 pertain only to other losses, and/or which pertain only to other areas of the country, are neither
22 material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of
23 this request, it is a potential invasion of the attorney-client privilege and the work product doctrine.
24 Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business
25 information and/or trade secrets. Plaintiff has not established that such information is necessary to a
26 fair adjudication of this case.

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1 **REQUEST FOR PRODUCTION NO. 30:**

2 DOCUMENTS relating to training materials “Introduction to Water Losses VOD”, including
3 but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional
4 materials, notes, references, curriculum, screen images, video files, audio files, questions and
5 answers, and coverage scenarios.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 30:**

7 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
8 use of the terms “relating to training materials” and “curriculum guides, manuals, handouts,
9 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
10 video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects
11 to this request on the grounds that it is overly broad in scope (not limited to materials applicable to
12 the specific insurance claims and/or coverages at issue in this litigation; not limited to materials
13 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
14 period of time, including to the extent they seek information that post-dates the time of claim
15 handling), and geographic area (not limited to materials applicable to California). This request is not
16 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
17 potentially unduly burdensome; it seeks information that is neither relevant nor reasonably
18 calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to
19 provide guidance, but each claim is handled on its own merits. Moreover, materials on which
20 individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which
21 pertain only to other losses, and/or which pertain only to other areas of the country, are neither
22 material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of
23 this request, it is a potential invasion of the attorney-client privilege and the work product doctrine.
24 Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business
25 information and/or trade secrets. Plaintiff has not established that such information is necessary to a
26 fair adjudication of this case.

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1 **REQUEST FOR PRODUCTION NO. 31:**

2 DOCUMENTS relating to training materials “Water Coverage – Plumbing”, including but
3 not limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional
4 materials, notes, references, curriculum, screen images, video files, audio files, questions and
5 answers, and coverage scenarios.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 31:**

7 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
8 use of the terms “relating to training materials” and “curriculum guides, manuals, handouts,
9 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
10 video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects
11 to this request on the grounds that it is overly broad in scope (not limited to materials applicable to
12 the specific insurance claims and/or coverages at issue in this litigation; not limited to materials
13 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
14 period of time, including to the extent they seek information that post-dates the time of claim
15 handling), and geographic area (not limited to materials applicable to California). This request is not
16 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
17 potentially unduly burdensome; it seeks information that is neither relevant nor reasonably
18 calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to
19 provide guidance, but each claim is handled on its own merits. Moreover, materials on which
20 individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which
21 pertain only to other losses, and/or which pertain only to other areas of the country, are neither
22 material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of
23 this request, it is a potential invasion of the attorney-client privilege and the work product doctrine.
24 Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business
25 information and/or trade secrets. Plaintiff has not established that such information is necessary to a
26 fair adjudication of this case.

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1 **REQUEST FOR PRODUCTION NO. 32:**

2 DOCUMENTS relating to training materials “Water Loss Scenarios course in Workday”,
3 including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools,
4 instructional materials, notes, references, curriculum, screen images, video files, audio files,
5 questions and answers, and coverage scenarios.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 32:**

7 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
8 use of the terms “relating to training materials” and “curriculum guides, manuals, handouts,
9 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
10 video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects
11 to this request on the grounds that it is overly broad in scope (not limited to materials applicable to
12 the specific insurance claims and/or coverages at issue in this litigation; not limited to materials
13 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
14 period of time, including to the extent they seek information that post-dates the time of claim
15 handling), and geographic area (not limited to materials applicable to California). This request is not
16 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
17 potentially unduly burdensome; it seeks information that is neither relevant nor reasonably
18 calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to
19 provide guidance, but each claim is handled on its own merits. Moreover, materials on which
20 individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which
21 pertain only to other losses, and/or which pertain only to other areas of the country, are neither
22 material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of
23 this request, it is a potential invasion of the attorney-client privilege and the work product doctrine.
24 Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business
25 information and/or trade secrets. Plaintiff has not established that such information is necessary to a
26 fair adjudication of this case.

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1 **REQUEST FOR PRODUCTION NO. 33:**

2 DOCUMENTS relating to training materials “TIPP”, including but not limited to curriculum
3 guides, manuals, handouts, workbooks, assessment tools, instructional materials, notes, references,
4 curriculum, screen images, video files, audio files, questions and answers, and coverage scenarios.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 33:**

6 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
7 use of the terms “relating to training materials” and “curriculum guides, manuals, handouts,
8 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
9 video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects
10 to this request on the grounds that it is overly broad in scope (not limited to materials applicable to
11 the specific insurance claims and/or coverages at issue in this litigation; not limited to materials
12 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
13 period of time, including to the extent they seek information that post-dates the time of claim
14 handling), and geographic area (not limited to materials applicable to California). This request is not
15 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
16 potentially unduly burdensome; it seeks information that is neither relevant nor reasonably
17 calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to
18 provide guidance, but each claim is handled on its own merits. Moreover, materials on which
19 individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which
20 pertain only to other losses, and/or which pertain only to other areas of the country, are neither
21 material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of
22 this request, it is a potential invasion of the attorney-client privilege and the work product doctrine.
23 Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business
24 information and/or trade secrets. Plaintiff has not established that such information is necessary to a
25 fair adjudication of this case.

26
27 **REQUEST FOR PRODUCTION NO. 34:**

28 DOCUMENTS relating to training materials “Fill-Up Water Loss VOD”, including but not

1 limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional
2 materials, notes, references, curriculum, screen images, video files, audio files, questions and
3 answers, and coverage scenarios.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 34:**

5 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
6 use of the terms “relating to training materials” and “curriculum guides, manuals, handouts,
7 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
8 video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects
9 to this request on the grounds that it is overly broad in scope (not limited to materials applicable to
10 the specific insurance claims and/or coverages at issue in this litigation; not limited to materials
11 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
12 period of time, including to the extent they seek information that post-dates the time of claim
13 handling), and geographic area (not limited to materials applicable to California). This request is not
14 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
15 potentially unduly burdensome; it seeks information that is neither relevant nor reasonably
16 calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to
17 provide guidance, but each claim is handled on its own merits. Moreover, materials on which
18 individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which
19 pertain only to other losses, and/or which pertain only to other areas of the country, are neither
20 material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of
21 this request, it is a potential invasion of the attorney-client privilege and the work product doctrine.
22 Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business
23 information and/or trade secrets. Plaintiff has not established that such information is necessary to a
24 fair adjudication of this case.

25
26 **REQUEST FOR PRODUCTION NO. 35:**

27 DOCUMENTS relating to training materials “Water Classes and Categories Job Aid”,
28 including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools,

1 instructional materials, notes, references, curriculum, screen images, video files, audio files,
2 questions and answers, and coverage scenarios.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 35:**

4 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
5 use of the terms “relating to training materials” and “curriculum guides, manuals, handouts,
6 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
7 video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects
8 to this request on the grounds that it is overly broad in scope (not limited to materials applicable to
9 the specific insurance claims and/or coverages at issue in this litigation; not limited to materials
10 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
11 period of time, including to the extent they seek information that post-dates the time of claim
12 handling), and geographic area (not limited to materials applicable to California). This request is not
13 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
14 potentially unduly burdensome; it seeks information that is neither relevant nor reasonably
15 calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to
16 provide guidance, but each claim is handled on its own merits. Moreover, materials on which
17 individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which
18 pertain only to other losses, and/or which pertain only to other areas of the country, are neither
19 material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of
20 this request, it is a potential invasion of the attorney-client privilege and the work product doctrine.
21 Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business
22 information and/or trade secrets. Plaintiff has not established that such information is necessary to a
23 fair adjudication of this case.

24
25 **REQUEST FOR PRODUCTION NO. 36:**

26 DOCUMENTS relating to training materials “Water Forum Coverage Mini Session”,
27 including but not limited to curriculum guides, manuals, handouts, workbooks, assessment tools,
28 instructional materials, notes, references, curriculum, screen images, video files, audio files,

1 questions and answers, and coverage scenarios.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 36:**

3 State Farm objects to this request as vague, ambiguous, and overly broad with respect to the
4 use of the terms “relating to training materials” and “curriculum guides, manuals, handouts,
5 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
6 video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects
7 to this request on the grounds that it is overly broad in scope (not limited to materials applicable to
8 the specific insurance claims and/or coverages at issue in this litigation; not limited to materials
9 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
10 period of time, including to the extent they seek information that post-dates the time of claim
11 handling), and geographic area (not limited to materials applicable to California). This request is not
12 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
13 potentially unduly burdensome; it seeks information that is neither relevant nor reasonably
14 calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to
15 provide guidance, but each claim is handled on its own merits. Moreover, materials on which
16 individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which
17 pertain only to other losses, and/or which pertain only to other areas of the country, are neither
18 material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of
19 this request, it is a potential invasion of the attorney-client privilege and the work product doctrine.
20 Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business
21 information and/or trade secrets. Plaintiff has not established that such information is necessary to a
22 fair adjudication of this case.

23
24 **REQUEST FOR PRODUCTION NO. 37:**

25 DOCUMENTS relating to training materials “Water Forum PowerPoint”, including but not
26 limited to curriculum guides, manuals, handouts, workbooks, assessment tools, instructional
27 materials, notes, references, curriculum, screen images, video files, audio files, questions and
28 answers, and coverage scenarios.

RESPONSE TO REQUEST FOR PRODUCTION NO. 37:

State Farm objects to this request as vague, ambiguous, and overly broad with respect to the use of the terms “relating to training materials” and “curriculum guides, manuals, handouts, workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images, video files, audio files, questions and answers, and coverage scenarios”. State Farm further objects to this request on the grounds that it is overly broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time, including to the extent they seek information that post-dates the time of claim handling), and geographic area (not limited to materials applicable to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of this request, it is a potential invasion of the attorney-client privilege and the work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not established that such information is necessary to a fair adjudication of this case.

REQUEST FOR PRODUCTION NO. 38:

DOCUMENTS relating to the State Farm water initiative meeting that took place on or around January through March of 2020.

RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

State Farm objects to this request as vague and ambiguous (including as to the term “State Farm water initiative meeting” and “in or around January through March of 2020”), and overly

1 broad in scope (not limited in time or geography), as the request is not reasonably tailored to include
2 only those matters relevant to the adjustment of the insurance claim made the basis of this suit. State
3 Farm further objects to this request on the grounds that it is overly broad in scope (not limited to
4 materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not
5 limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not
6 limited to a reasonable period of time), and geographic area (not limited to materials applicable to
7 California). This request is not reasonably tailored to include only matters relevant to the issues
8 involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither
9 relevant to the claims or defense of any party nor reasonably calculated to lead to the discovery of
10 admissible evidence. State Farm's procedures are intended to provide guidance, but each claim is
11 handled on its own merits. Moreover, materials on which individuals were trained prior to the date of
12 loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which
13 pertain only to other areas of the country, are neither material nor relevant to the matters at issue in
14 this case. Further, due to the overly broad nature of this request, it is a potential invasion of the
15 attorney-client privilege and the work product doctrine. Finally, State Farm objects to this request to
16 the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiff has
17 not established that such information is necessary to a fair adjudication of this case.

18
19 **REQUEST FOR PRODUCTION NO. 39:**

20 All DOCUMENTS relating to the "California Fire Claims Discussion" referenced at
21 PACHB00001063PROD.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 39:**

23 State Farm objects to this request as vague, ambiguous, and overly broad in scope (not
24 limited in time or geography), as the request is not reasonably tailored to include only those matters
25 relevant to the adjustment of the insurance claim made the basis of this suit. State Farm further
26 objects to this request on the grounds that it is overly broad in scope (not limited to materials
27 applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to
28 materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a

1 reasonable period of time, including to the extent they seek information that post-dates the time of
2 claim handling), and geographic area (not limited to materials applicable to California). This request
3 is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
4 potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense
5 of any party nor reasonably calculated to lead to the discovery of admissible evidence. State Farm's
6 procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover,
7 materials on which individuals were trained prior to the date of loss, and which were obsolete on the
8 date of loss, which pertain only to other losses, and/or which pertain only to other areas of the
9 country, are neither material nor relevant to the matters at issue in this case. Further, due to the
10 overly broad nature of this request, it is a potential invasion of the attorney-client privilege and the
11 work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential,
12 proprietary business information and/or trade secrets. Plaintiff has not established that such
13 information is necessary to a fair adjudication of this case.

14
15 **REQUEST FOR PRODUCTION NO. 40:**

16 All DOCUMENTS relating to the "Water Forum Review" referenced at
17 PACHB00001063PROD, including but not limited to all meeting minutes, calendars, review of
18 materials, approval of water forum presentation materials, curriculum guides, manuals, handouts,
19 workbooks, assessment tools, instructional materials, notes, references, curriculum, screen images,
20 video files, audio files, questions and answers, coverage scenarios, presentations including draft
21 presentations, presenter notes, logs, diaries, and attendees list.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 40:**

23 State Farm objects to this request as vague and ambiguous (including as to the terms "all
24 meeting minutes, calendars, review of materials, approval of water forum presentation materials,
25 curriculum guides, manuals, handouts, workbooks, assessment tools, instructional materials, notes,
26 references, curriculum, screen images, video files, audio files, questions and answers, coverage
27 scenarios, presentations including draft presentations, presenter notes, logs, diaries, and attendees
28 list"), and overly broad in scope (not limited in time or geography), as the request is not reasonably

1 tailored to include only those matters relevant to the adjustment of the insurance claim made the
2 basis of this suit. State Farm further objects to this request on the grounds that it is overly broad in
3 scope (not limited to materials applicable to the specific insurance claims and/or coverages at issue
4 in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject
5 claim), time (not limited to a reasonable period of time, including to the extent they seek information
6 that post-dates the time of claim handling), and geographic area (not limited to materials applicable
7 to California). This request is not reasonably tailored to include only matters relevant to the issues
8 involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither
9 relevant to the claims or defense of any party nor reasonably calculated to lead to the discovery of
10 admissible evidence. State Farm's procedures are intended to provide guidance, but each claim is
11 handled on its own merits. Moreover, materials on which individuals were trained prior to the date of
12 loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which
13 pertain only to other areas of the country, are neither material nor relevant to the matters at issue in
14 this case. Further, due to the overly broad nature of this request, it is a potential invasion of the
15 attorney-client privilege and the work product doctrine. Finally, State Farm objects to this request to
16 the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiff has
17 not established that such information is necessary to a fair adjudication of this case.

18
19 **REQUEST FOR PRODUCTION NO. 41:**

20 All DOCUMENTS utilized or reviewed in connection with preparing the "Water Forum
21 Review", including but not limited to any consultant reports including any McKinsey & Company
22 consultant reports.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 41:**

24 State Farm objects to this request as vague and ambiguous, specifically with respect to the
25 use of the terms "All DOCUMENTS", "utilized or reviewed", "Water Forum Review", "any
26 consultant reports", and "McKinsey & Company consultant reports". State Farm further objects to
27 this request on the grounds that it is overly broad scope (not limited to materials applicable to the
28 specific insurance claims and/or coverages at issue in this litigation), time (not limited to a

1 reasonable period of time), and geographic area (not limited to materials applicable to California).
2 This request is not reasonably tailored to include only matters relevant to the issues involved in this
3 lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant nor
4 reasonably calculated to lead to the discovery of admissible evidence. State Farm objects to this
5 request to the extent it seeks confidential, proprietary business information and/or trade secrets.
6 Further, due to the overly broad nature of this request, it is a potential invasion of the attorney-client
7 privilege and the work product doctrine. Further, due to the overly broad nature of this request, the
8 question is also a potential invasion of the attorney-client privilege and the work product doctrine.
9 Plaintiff has not established that such information is necessary to a fair adjudication of this case.

10 In addition, State Farm objects to this request to the extent it contains, suggests, and/or relies
11 upon, the improper assumption that State Farm has received advice to reduce claims payments below
12 what may actually be owed to its insureds. Without waiving its objections and subject to the same,
13 State Farm states that no “McKinsey & Company consultant reports” exist relating to the “Water
14 Forum Review”.

15
16 **REQUEST FOR PRODUCTION NO. 42:**

17 All DOCUMENTS relating to Coverage Investigations, including Recognition of coverage
18 issues, Investigation of Accidental Direct or seepage and leakage, Amount of Water, length of time
19 water escaped, Who noticed the leak; last time in the area of the leak, Rate/Flow of water, origin and
20 Cause, Category and Class of Water and/or Continuous Seepage/Leakage referenced at
21 PACHB00001069PROD through PACHB00001070PROD.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 42:**

23 State Farm objects to this request as vague and ambiguous (including as to the terms “ All
24 DOCUMENTS relating to Coverage Investigations” and “Recognition of coverage issues,
25 Investigation of Accidental Direct or seepage and leakage, Amount of Water, length of time water
26 escaped, Who noticed the leak; last time in the area of the leak, Rate/Flow of water, origin and
27 Cause, Category and Class of Water and/or Continuous Seepage/Leakage”), and overly broad in
28 scope (not limited in time or geography), as the request is not reasonably tailored to include only

1 those matters relevant to the adjustment of the insurance claim made the basis of this suit. State
2 Farm further objects to this request on the grounds that it is overly broad in scope (not limited to
3 materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not
4 limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not
5 limited to a reasonable period of time, including to the extent they seek information that post-dates
6 the time of claim handling), and geographic area (not limited to materials applicable to California).
7 This request is not reasonably tailored to include only matters relevant to the issues involved in this
8 lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the
9 claims or defense of any party nor reasonably calculated to lead to the discovery of admissible
10 evidence. State Farm's procedures are intended to provide guidance, but each claim is handled on its
11 own merits. Moreover, materials on which individuals were trained prior to the date of loss, and
12 which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain
13 only to other areas of the country, are neither material nor relevant to the matters at issue in this case.
14 Further, due to the overly broad nature of this request, it is a potential invasion of the attorney-client
15 privilege and the work product doctrine. Finally, State Farm objects to this request to the extent it
16 seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not established
17 that such information is necessary to a fair adjudication of this case.

18
19 **REQUEST FOR PRODUCTION NO. 43:**

20 DOCUMENTS relating to a "Quality First Contact Guide-Fire" referenced at
21 PACHB00001023PROD.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 43:**

23 State Farm objects to this request as vague and ambiguous (including as to the terms
24 "DOCUMENTS relating to a 'Quality First Contact Guide-Fire'"), and overly broad in scope (not
25 limited in time or geography), as the request is not reasonably tailored to include only those matters
26 relevant to the adjustment of the insurance claim made the basis of this suit. State Farm further
27 objects to this request on the grounds that it is overly broad in scope (not limited to materials
28 applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to

1 materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a
2 reasonable period of time, including to the extent they seek information that post-dates the time of
3 claim handling), and geographic area (not limited to materials applicable to California). This request
4 is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
5 potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense
6 of any party nor reasonably calculated to lead to the discovery of admissible evidence. State Farm's
7 procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover,
8 materials on which individuals were trained prior to the date of loss, and which were obsolete on the
9 date of loss, which pertain only to other losses, and/or which pertain only to other areas of the
10 country, are neither material nor relevant to the matters at issue in this case. Further, due to the
11 overly broad nature of this request, it is a potential invasion of the attorney-client privilege and the
12 work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential,
13 proprietary business information and/or trade secrets. Plaintiff has not established that such
14 information is necessary to a fair adjudication of this case.

15
16 **REQUEST FOR PRODUCTION NO. 44:**

17 The complete presentation of the discussion of water losses with "illustration for discussion"
18 (State Farm produced documents beginning at page 11 at PACHB00001035PROD -
19 PACHB00001038PROD).

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 44:**

21 State Farm objects to this request as vague and ambiguous (including as to the term
22 "complete presentation of the discussion of water losses"), and overly broad in scope (not limited in
23 time or geography), as the request is not reasonably tailored to include only those matters relevant to
24 the adjustment of the insurance claim made the basis of this suit. State Farm further objects to this
25 request on the grounds that it is overly broad in scope (not limited to materials applicable to the
26 specific insurance claims and/or coverages at issue in this litigation; not limited to materials
27 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
28 period of time, including to the extent they seek information that post-dates the time of claim

1 handling), and geographic area (not limited to materials applicable to California). This request is not
2 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
3 potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense
4 of any party nor reasonably calculated to lead to the discovery of admissible evidence. State Farm's
5 procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover,
6 materials on which individuals were trained prior to the date of loss, and which were obsolete on the
7 date of loss, which pertain only to other losses, and/or which pertain only to other areas of the
8 country, are neither material nor relevant to the matters at issue in this case. Further, due to the
9 overly broad nature of this request, it is a potential invasion of the attorney-client privilege and the
10 work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential,
11 proprietary business information and/or trade secrets. Plaintiff has not established that such
12 information is necessary to a fair adjudication of this case.

13
14 **REQUEST FOR PRODUCTION NO. 45:**

15 DOCUMENTS relating to Job Aids, Processes and Workflows referenced at
16 PACHB00001055PROD.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 45:**

18 State Farm objects to this request as vague and ambiguous (including as to the term
19 "DOCUMENTS relating to Job Aids, Processes and Workflows"), and overly broad in scope (not
20 limited in time or geography), as the request is not reasonably tailored to include only those matters
21 relevant to the adjustment of the insurance claim made the basis of this suit. State Farm further
22 objects to this request on the grounds that it is overly broad in scope (not limited to materials
23 applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to
24 materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a
25 reasonable period of time, including to the extent they seek information that post-dates the time of
26 claim handling), and geographic area (not limited to materials applicable to California). This request
27 is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
28 potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense

1 of any party nor reasonably calculated to lead to the discovery of admissible evidence. State Farm's
2 procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover,
3 materials on which individuals were trained prior to the date of loss, and which were obsolete on the
4 date of loss, which pertain only to other losses, and/or which pertain only to other areas of the
5 country, are neither material nor relevant to the matters at issue in this case. Further, due to the
6 overly broad nature of this request, it is a potential invasion of the attorney-client privilege and the
7 work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential,
8 proprietary business information and/or trade secrets. Plaintiff has not established that such
9 information is necessary to a fair adjudication of this case.

10
11 **REQUEST FOR PRODUCTION NO. 46:**

12 DOCUMENTS referenced within "California Fire Claims Discussion Resources", including
13 but not limited to Quality Claim Handling Standards, File Note Category Usage, Claim Details ECS
14 Guidelines, Water Mitigation VOD, Water Mitigation Job Aid, Water Mitigation Job Aid
15 Dashboard, Homeowners HW-2100 resources (see PACHB00001059PROD through
16 PACHB00001062PROD)

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 46:**

18 State Farm objects to this request as vague and ambiguous (including as to the terms
19 "DOCUMENTS referenced" and "Quality Claim Handling Standards, File Note Category Usage,
20 Claim Details ECS Guidelines, Water Mitigation VOD, Water Mitigation Job Aid, Water Mitigation
21 Job Aid Dashboard, Homeowners HW-2100 resources"), and overly broad in scope (not limited in
22 time or geography), as the request is not reasonably tailored to include only those matters relevant to
23 the adjustment of the insurance claim made the basis of this suit. State Farm further objects to this
24 request on the grounds that it is overly broad in scope (not limited to materials applicable to the
25 specific insurance claims and/or coverages at issue in this litigation; not limited to materials
26 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
27 period of time, including to the extent they seek information that post-dates the time of claim
28 handling), and geographic area (not limited to materials applicable to California). This request is not

1 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
2 potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense
3 of any party nor reasonably calculated to lead to the discovery of admissible evidence. State Farm's
4 procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover,
5 materials on which individuals were trained prior to the date of loss, and which were obsolete on the
6 date of loss, which pertain only to other losses, and/or which pertain only to other areas of the
7 country, are neither material nor relevant to the matters at issue in this case. Further, due to the
8 overly broad nature of this request, it is a potential invasion of the attorney-client privilege and the
9 work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential,
10 proprietary business information and/or trade secrets. Plaintiff has not established that such
11 information is necessary to a fair adjudication of this case.

12
13 **REQUEST FOR PRODUCTION NO. 47:**

14 DOCUMENTS relating to OG 70-140 Claim File Management Guidelines and Resources
15 referenced at PACHB00001065PROD.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 47:**

17 State Farm objects to this request as vague and ambiguous (including as to the term
18 "DOCUMENTS relating to OG 70-140"), and overly broad in scope (not limited in time or
19 geography), as the request is not reasonably tailored to include only those matters relevant to the
20 adjustment of the insurance claim made the basis of this suit. State Farm further objects to this
21 request on the grounds that it is overly broad in scope (not limited to materials applicable to the
22 specific insurance claims and/or coverages at issue in this litigation; not limited to materials
23 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
24 period of time, including to the extent they seek information that post-dates the time of claim
25 handling), and geographic area (not limited to materials applicable to California). This request is not
26 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
27 potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense
28 of any party nor reasonably calculated to lead to the discovery of admissible evidence. State Farm's

1 procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover,
2 materials on which individuals were trained prior to the date of loss, and which were obsolete on the
3 date of loss, which pertain only to other losses, and/or which pertain only to other areas of the
4 country, are neither material nor relevant to the matters at issue in this case. Further, due to the
5 overly broad nature of this request, it is a potential invasion of the attorney-client privilege and the
6 work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential,
7 proprietary business information and/or trade secrets. Plaintiff has not established that such
8 information is necessary to a fair adjudication of this case.

9
10 **REQUEST FOR PRODUCTION NO. 48:**

11 DOCUMENTS relating to ESC File Note Templates - 304 & 306 referenced at
12 PACHB00001066PROD.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 48:**

14 State Farm objects to this request as vague and ambiguous (including as to the term
15 “DOCUMENTS relating to ESC File Note Templates”), and overly broad in scope (not limited in
16 time or geography, including to the extent they seek information that post-dates the time of claim
17 handling), as the request is not reasonably tailored to include only those matters relevant to the
18 adjustment of the insurance claim made the basis of this suit. State Farm further objects to this
19 request on the grounds that it is overly broad in scope (not limited to materials applicable to the
20 specific insurance claims and/or coverages at issue in this litigation; not limited to materials
21 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
22 period of time), and geographic area (not limited to materials applicable to California). This request
23 is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
24 potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense
25 of any party nor reasonably calculated to lead to the discovery of admissible evidence. State Farm’s
26 procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover,
27 materials on which individuals were trained prior to the date of loss, and which were obsolete on the
28 date of loss, which pertain only to other losses, and/or which pertain only to other areas of the

country, are neither material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of this request, it is a potential invasion of the attorney-client privilege and the work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not established that such information is necessary to a fair adjudication of this case.

REQUEST FOR PRODUCTION NO. 49:

DOCUMENTS relating to Water scenarios referenced at PACHB00001066PROD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 49:

State Farm objects to this request as vague and ambiguous (including as to the term “DOCUMENTS relating to Water scenarios”), and overly broad in scope (not limited in time or geography), as the request is not reasonably tailored to include only those matters relevant to the adjustment of the insurance claim made the basis of this suit. State Farm further objects to this request on the grounds that it is overly broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor reasonably calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of this request, it is a potential invasion of the attorney-client privilege and the work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not established that such information is necessary to a fair adjudication of this case.

1 **REQUEST FOR PRODUCTION NO. 50:**

2 DOCUMENTS relating to “Plumbing Photos” and “Plumbing and Sewer Job Aid”
3 referenced at PACHB00001067PROD.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 50:**

5 State Farm objects to this request as vague and ambiguous (including as to the terms
6 “DOCUMENTS relating to ‘Plumbing Photos’ and ‘Plumbing and Sewer Job Aid’”), and overly
7 broad in scope (not limited in time or geography), as the request is not reasonably tailored to include
8 only those matters relevant to the adjustment of the insurance claim made the basis of this suit. State
9 Farm further objects to this request on the grounds that it is overly broad in scope (not limited to
10 materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not
11 limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not
12 limited to a reasonable period of time), and geographic area (not limited to materials applicable to
13 California). This request is not reasonably tailored to include only matters relevant to the issues
14 involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither
15 relevant to the claims or defense of any party nor reasonably calculated to lead to the discovery of
16 admissible evidence. State Farm’s procedures are intended to provide guidance, but each claim is
17 handled on its own merits. Moreover, materials on which individuals were trained prior to the date of
18 loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which
19 pertain only to other areas of the country, are neither material nor relevant to the matters at issue in
20 this case. Further, due to the overly broad nature of this request, it is a potential invasion of the
21 attorney-client privilege and the work product doctrine. Finally, State Farm objects to this request to
22 the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiff has
23 not established that such information is necessary to a fair adjudication of this case.

24
25 **REQUEST FOR PRODUCTION NO. 51:**

26 DOCUMENTS relating to “Coverage Model” and “JA_CovModel_Prop” referenced at
27 PACHB00001068PROD.

28 // / / / /

RESPONSE TO REQUEST FOR PRODUCTION NO. 51:

State Farm objects to this request as vague and ambiguous (including as to the terms “DOCUMENTS relating to ‘Coverage Model’ and ‘JA_CovModel_Prop’”), and overly broad in scope (not limited in time or geography), as the request is not reasonably tailored to include only those matters relevant to the adjustment of the insurance claim made the basis of this suit. State Farm further objects to this request on the grounds that it is overly broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor reasonably calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. Further, due to the overly broad nature of this request, it is a potential invasion of the attorney-client privilege and the work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not established that such information is necessary to a fair adjudication of this case.

REQUEST FOR PRODUCTION NO. 52:

All DOCUMENTS relating to Fire Focus – Water and/or “Tear Out Scenarios” Microsoft Powerpoint Presentat [sic] referenced at PACHB00001070PROD.

RESPONSE TO REQUEST FOR PRODUCTION NO. 52:

State Farm objects to this request as vague and ambiguous (including as to the terms “All DOCUMENTS relating to Fire Focus – Water and/or ‘Tear Out Scenarios’ Microsoft Powerpoint Presentat [sic]”), and overly broad in scope (not limited in time or geography), as the request is not

1 reasonably tailored to include only those matters relevant to the adjustment of the insurance claim
2 made the basis of this suit. State Farm further objects to this request on the grounds that it is overly
3 broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages
4 at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the
5 subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to
6 materials applicable to California). This request is not reasonably tailored to include only matters
7 relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks
8 information that is neither relevant to the claims or defense of any party nor reasonably calculated to
9 lead to the discovery of admissible evidence. State Farm's procedures are intended to provide
10 guidance, but each claim is handled on its own merits. Moreover, materials on which individuals
11 were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only
12 to other losses, and/or which pertain only to other areas of the country, are neither material nor
13 relevant to the matters at issue in this case. Further, due to the overly broad nature of this request, it
14 is a potential invasion of the attorney-client privilege and the work product doctrine. Finally, State
15 Farm objects to this request to the extent it seeks confidential, proprietary business information
16 and/or trade secrets. Plaintiff has not established that such information is necessary to a fair
17 adjudication of this case.

18
19 **REQUEST FOR PRODUCTION NO. 53:**

20 All DOCUMENTS relating to Coverage Investigation "Investigative Resources" referenced
21 at PACHB00001071PROD.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 53:**

23 State Farm objects to this request as vague and ambiguous (including as to the terms "All
24 DOCUMENTS relating to Coverage Investigation 'Investigative Resources'"), and overly broad in
25 scope (not limited in time or geography), as the request is not reasonably tailored to include only
26 those matters relevant to the adjustment of the insurance claim made the basis of this suit. State
27 Farm further objects to this request on the grounds that it is overly broad in scope (not limited to
28 materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not

1 limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not
2 limited to a reasonable period of time, including to the extent they seek information that post-dates
3 the time of claim handling), and geographic area (not limited to materials applicable to California).
4 This request is not reasonably tailored to include only matters relevant to the issues involved in this
5 lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the
6 claims or defense of any party nor reasonably calculated to lead to the discovery of admissible
7 evidence. State Farm's procedures are intended to provide guidance, but each claim is handled on its
8 own merits. Moreover, materials on which individuals were trained prior to the date of loss, and
9 which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain
10 only to other areas of the country, are neither material nor relevant to the matters at issue in this case.
11 Further, due to the overly broad nature of this request, it is a potential invasion of the attorney-client
12 privilege and the work product doctrine. Finally, State Farm objects to this request to the extent it
13 seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not established
14 that such information is necessary to a fair adjudication of this case.

15
16 **REQUEST FOR PRODUCTION NO. 54:**

17 All DOCUMENTS relating to Resources "Water Plan_5192019" referenced at
18 PACHB00001078PROD.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 54:**

20 State Farm objects to this request as vague and ambiguous (including as to the terms "All
21 DOCUMENTS relating to Resources 'Water Plan_5192019'"), and overly broad in scope (not
22 limited in time or geography), as the request is not reasonably tailored to include only those matters
23 relevant to the adjustment of the insurance claim made the basis of this suit. State Farm further
24 objects to this request on the grounds that it is overly broad in scope (not limited to materials
25 applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to
26 materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a
27 reasonable period of time, including to the extent they seek information that post-dates the time of
28 claim handling), and geographic area (not limited to materials applicable to California). This request

1 is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
2 potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense
3 of any party nor reasonably calculated to lead to the discovery of admissible evidence. State Farm's
4 procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover,
5 materials on which individuals were trained prior to the date of loss, and which were obsolete on the
6 date of loss, which pertain only to other losses, and/or which pertain only to other areas of the
7 country, are neither material nor relevant to the matters at issue in this case. Further, due to the
8 overly broad nature of this request, it is a potential invasion of the attorney-client privilege and the
9 work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential,
10 proprietary business information and/or trade secrets. Plaintiff has not established that such
11 information is necessary to a fair adjudication of this case.

12
13 **REQUEST FOR PRODUCTION NO. 55:**

14 All DOCUMENTS relating to QFC Guide referenced at PACHB00001092PROD.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 55:**

16 State Farm objects to this request as vague and ambiguous (including as to the terms "All
17 DOCUMENTS relating to QFC Guide"), and overly broad in scope (not limited in time or
18 geography), as the request is not reasonably tailored to include only those matters relevant to the
19 adjustment of the insurance claim made the basis of this suit. State Farm further objects to this
20 request on the grounds that it is overly broad in scope (not limited to materials applicable to the
21 specific insurance claims and/or coverages at issue in this litigation; not limited to materials
22 pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable
23 period of time, including to the extent they seek information that post-dates the time of claim
24 handling), and geographic area (not limited to materials applicable to California). This request is not
25 reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
26 potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense
27 of any party nor reasonably calculated to lead to the discovery of admissible evidence. State Farm's
28 procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover,

1 materials on which individuals were trained prior to the date of loss, and which were obsolete on the
2 date of loss, which pertain only to other losses, and/or which pertain only to other areas of the
3 country, are neither material nor relevant to the matters at issue in this case. Further, due to the
4 overly broad nature of this request, it is a potential invasion of the attorney-client privilege and the
5 work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential,
6 proprietary business information and/or trade secrets. Plaintiff has not established that such
7 information is necessary to a fair adjudication of this case.

8
9 **REQUEST FOR PRODUCTION NO. 56:**

10 All DOCUMENTS relating to “Construction Reference Guide: Plumbing” and “Plumbing
11 Photos” referenced at PACHB00001092PROD.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 56:**

13 State Farm objects to this request as vague and ambiguous (including as to the terms “All
14 DOCUMENTS relating to ‘Construction Reference Guide: Plumbing’ and ‘Plumbing Photos’”), and
15 overly broad in scope (not limited in time or geography), as the request is not reasonably tailored to
16 include only those matters relevant to the adjustment of the insurance claim made the basis of this
17 suit. State Farm further objects to this request on the grounds that it is overly broad in scope (not
18 limited to materials applicable to the specific insurance claims and/or coverages at issue in this
19 litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim),
20 time (not limited to a reasonable period of time, including to the extent they seek information that
21 post-dates the time of claim handling), and geographic area (not limited to materials applicable to
22 California). This request is not reasonably tailored to include only matters relevant to the issues
23 involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither
24 relevant to the claims or defense of any party nor reasonably calculated to lead to the discovery of
25 admissible evidence. State Farm’s procedures are intended to provide guidance, but each claim is
26 handled on its own merits. Moreover, materials on which individuals were trained prior to the date of
27 loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which
28 pertain only to other areas of the country, are neither material nor relevant to the matters at issue in

1 this case. Further, due to the overly broad nature of this request, it is a potential invasion of the
2 attorney-client privilege and the work product doctrine. Finally, State Farm objects to this request to
3 the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiff has
4 not established that such information is necessary to a fair adjudication of this case.

5
6 **REQUEST FOR PRODUCTION NO. 57:**

7 All DOCUMENTS relating to “Water Loss Training Support Guide” referenced at
8 PACHB00001094PROD.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 57:**

10 State Farm objects to this request as vague and ambiguous (including as to the terms “All
11 DOCUMENTS relating to ‘Water Loss Training Support Guide’”), and overly broad in scope (not
12 limited in time or geography), as the request is not reasonably tailored to include only those matters
13 relevant to the adjustment of the insurance claim made the basis of this suit. State Farm further
14 objects to this request on the grounds that it is overly broad in scope (not limited to materials
15 applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to
16 materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a
17 reasonable period of time, including to the extent they seek information that post-dates the time of
18 claim handling), and geographic area (not limited to materials applicable to California). This request
19 is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is
20 potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense
21 of any party nor reasonably calculated to lead to the discovery of admissible evidence. State Farm’s
22 procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover,
23 materials on which individuals were trained prior to the date of loss, and which were obsolete on the
24 date of loss, which pertain only to other losses, and/or which pertain only to other areas of the
25 country, are neither material nor relevant to the matters at issue in this case. Further, due to the
26 overly broad nature of this request, it is a potential invasion of the attorney-client privilege and the
27 work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential,
28 proprietary business information and/or trade secrets. Plaintiff has not established that such

1 information is necessary to a fair adjudication of this case.

2
3 **REQUEST FOR PRODUCTION NO. 58:**

4 All DOCUMENTS relating to Face Time Job Aid, ClaimXperience® Video Collaboration -
5 Reference Guide, ClaimXperience® File Request - Reference Guide, and/or Claims Multi-Media
6 Application Job Aid referenced at PACHB00001094PROD.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 58:**

8 State Farm objects to this request as vague and ambiguous (including as to the terms “All
9 DOCUMENTS relating to Face Time Job Aid, ClaimXperience® Video Collaboration - Reference
10 Guide, ClaimXperience® File Request - Reference Guide, and/or Claims Multi-Media Application
11 Job Aid”), and overly broad in scope (not limited in time or geography), as the request is not
12 reasonably tailored to include only those matters relevant to the adjustment of the insurance claim
13 made the basis of this suit. State Farm further objects to this request on the grounds that it is overly
14 broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages
15 at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the
16 subject claim), time (not limited to a reasonable period of time, including to the extent they seek
17 information that post-dates the time of claim handling), and geographic area (not limited to materials
18 applicable to California). This request is not reasonably tailored to include only matters relevant to
19 the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is
20 neither relevant to the claims or defense of any party nor reasonably calculated to lead to the
21 discovery of admissible evidence. State Farm’s procedures are intended to provide guidance, but
22 each claim is handled on its own merits. Moreover, materials on which individuals were trained prior
23 to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses,
24 and/or which pertain only to other areas of the country, are neither material nor relevant to the
25 matters at issue in this case. Further, due to the overly broad nature of this request, it is a potential
26 invasion of the attorney-client privilege and the work product doctrine. Finally, State Farm objects to
27 this request to the extent it seeks confidential, proprietary business information and/or trade secrets.
28 Plaintiff has not established that such information is necessary to a fair adjudication of this case.

1 **REQUEST FOR PRODUCTION NO. 59:**

2 All DOCUMENTS relating to Face Time Job Aid, ClaimXperience® Video Collaboration -
3 Reference Guide, ClaimXperience® File Request - Reference Guide, and/or Claims Multi-Media
4 Application Job Aid referenced at PACHB00001094PROD.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 59:**

6 State Farm objects to this request as vague and ambiguous (including as to the terms “All
7 DOCUMENTS relating to Face Time Job Aid, ClaimXperience® Video Collaboration - Reference
8 Guide, ClaimXperience® File Request - Reference Guide, and/or Claims Multi-Media Application
9 Job Aid”), and overly broad in scope (not limited in time or geography), as the request is not
10 reasonably tailored to include only those matters relevant to the adjustment of the insurance claim
11 made the basis of this suit. State Farm further objects to this request on the grounds that it is overly
12 broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages
13 at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the
14 subject claim), time (not limited to a reasonable period of time, including to the extent they seek
15 information that post-dates the time of claim handling), and geographic area (not limited to materials
16 applicable to California). This request is not reasonably tailored to include only matters relevant to
17 the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is
18 neither relevant to the claims or defense of any party nor reasonably calculated to lead to the
19 discovery of admissible evidence. State Farm’s procedures are intended to provide guidance, but
20 each claim is handled on its own merits. Moreover, materials on which individuals were trained prior
21 to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses,
22 and/or which pertain only to other areas of the country, are neither material nor relevant to the
23 matters at issue in this case. Further, due to the overly broad nature of this request, it is a potential
24 invasion of the attorney-client privilege and the work product doctrine. Finally, State Farm objects to
25 this request to the extent it seeks confidential, proprietary business information and/or trade secrets.
26 Plaintiff has not established that such information is necessary to a fair adjudication of this case.

27 /////

28 /////

1 **REQUEST FOR PRODUCTION NO. 60:**

2 All DOCUMENTS relating to PLRB Constant or Repeated Seepage or Leakage - All States
3 referenced at PACHB00001095PROD.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 60:**

5 State Farm objects to this request as vague and ambiguous (including as to the terms “All
6 DOCUMENTS relating to PLRB Constant or Repeated Seepage or Leakage - All States”), and
7 overly broad in scope (not limited in time or geography), as the request is not reasonably tailored to
8 include only those matters relevant to the adjustment of the insurance claim made the basis of this
9 suit. State Farm further objects to this request on the grounds that it is overly broad in scope (not
10 limited to materials applicable to the specific insurance claims and/or coverages at issue in this
11 litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim),
12 time (not limited to a reasonable period of time, including to the extent they seek information that
13 post-dates the time of claim handling), and geographic area (not limited to materials applicable to
14 California). This request is not reasonably tailored to include only matters relevant to the issues
15 involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither
16 relevant to the claims or defense of any party nor reasonably calculated to lead to the discovery of
17 admissible evidence. State Farm’s procedures are intended to provide guidance, but each claim is
18 handled on its own merits. Moreover, materials on which individuals were trained prior to the date of
19 loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which
20 pertain only to other areas of the country, are neither material nor relevant to the matters at issue in
21 this case. Further, due to the overly broad nature of this request, it is a potential invasion of the
22 attorney-client privilege and the work product doctrine. Finally, State Farm objects to this request to
23 the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiff has
24 not established that such information is necessary to a fair adjudication of this case.

25
26 **REQUEST FOR PRODUCTION NO. 61:**

27 All DOCUMENTS relating to any “totality of the circumstances” criteria used to evaluate
28 ensuing water loss claims.

RESPONSE TO REQUEST FOR PRODUCTION NO. 61:

State Farm objects to this claim on the grounds that the terms “relating” and “any ‘totality of the circumstances’ criteria used” are vague and ambiguous. State Farm objects to this request on the grounds that it is overly broad in scope (types of claims and insurance coverage), time (not limited by the period of time when this claim was handled), and geographic area (not limited to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. State Farm’s procedures are intended to provide guidance, but each claim is handled on its own merits. Further, due to the overly broad nature of this request, it is a potential invasion of the attorney-client privilege and the work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiff has not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving the aforementioned objections, State Farm has produced the relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional References applicable and in effect on the date of loss, and additional materials representative of resources available during the relevant timeframe for handling of the underlying claim. Further, subject to the protective order in this case, State Farm has produced the relevant confidential and/or trade secret sections of these materials. [See documents Bates numbered PACHB00000001-1006.]

For information reflecting the application of claims procedures to Plaintiff’s claim, see the Claim File for the claim at issue in this litigation. “Claim File” has a distinct meaning to State Farm based upon the portion of its Operation Guide that provides instructions on what to retrieve from ECS to generate a Claim File for production outside the ECS environment. State Farm has produced its Claim File for the subject claim (Bates numbers CF_00001-769) in reasonably usable format as it does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding information protected by the attorney client privilege and/or that is work product. State Farm is producing the non-privileged documents described above and withholding other potentially

1 responsive documents based on the stated objections.

2
3 **REQUEST FOR PRODUCTION NO. 68:**

4 All DOCUMENTS relating to any “totality of the evidence” criteria used to evaluate ensuing
5 water loss claims.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 68:**

7 State Farm objects to this request on the grounds that it is overly broad in scope (types of
8 claims and insurance coverage), time (not limited by the period of time when this claim was
9 handled), and geographic area (not limited to California). This request is not reasonably tailored to
10 include only matters relevant to the issues involved in this lawsuit and is potentially unduly
11 burdensome; it seeks information that is neither relevant nor reasonably calculated to lead to the
12 discovery of admissible evidence. State Farm’s procedures are intended to provide guidance, but
13 each claim is handled on its own merits. Further, due to the overly broad nature of this request, it is
14 a potential invasion of the attorney-client privilege and the work product doctrine. Finally, State
15 Farm objects to this request to the extent it seeks confidential, proprietary business information
16 and/or trade secrets. Plaintiff has not established that such information is necessary to a fair
17 adjudication of this case.

18 Subject to and without waiving the aforementioned objections, State Farm has produced the
19 relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in
20 effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional
21 References applicable and in effect on the date of loss, and additional materials representative of
22 resources available during the relevant timeframe for handling of the underlying claim. Further,
23 subject to the protective order in this case, State Farm has produced the relevant confidential and/or
24 trade secret sections of these materials. [See documents Bates numbered PACHB00000001-1006.]

25 For information reflecting the application of claims procedures to Plaintiff’s claim, see the
26 Claim File for the claim at issue in this litigation. “Claim File” has a distinct meaning to State Farm
27 based upon the portion of its Operation Guide that provides instructions on what to retrieve from
28 ECS to generate a Claim File for production outside the ECS environment. State Farm has produced

1 its Claim File for the subject claim (Bates numbers CF_00001-769) in reasonably usable format as it
2 does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding
3 information protected by the attorney client privilege and/or that is work product. State Farm is
4 producing the non-privileged documents described above and withholding other potentially
5 responsive documents based on the stated objections.

6
7 Dated: March 14, 2024

HUGHES & NUNN LLP

8
9 By:



10 Randall M. Nunn
11 E. Kenneth Purviance

12 Attorneys for Defendant State Farm General
13 Insurance Company
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EXHIBIT FF

EXHIBIT FF

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO
CENTRAL**

MINUTE ORDER

DATE: 10/11/2024

TIME: 9:30 AM

DEPT: C-72

JUDICIAL OFFICER: MARCELLA O. MCLAUGHLIN

CLERK: Kristin Sorianosos

REPORTER/ERM: Not Reported

BAILIFF/COURT ATTENDANT: O. Godoy

CASE NO: **37-2022-00044176-CU-IC-CTL** CASE INIT.DATE: 11/02/2022

CASE TITLE: **Pachall vs State Farm General Insurance Company [IMAGED]**

CASE CATEGORY: Civil CASE TYPE: (U)Insurance Coverage

HEARING TYPE: Discovery Hearing

MOVING PARTY: Bonita Pachall

APPEARANCES

E KENNETH PURVIANCE, Attorney for Defendant State Farm General Insurance Company, present in person.

Jacob B Pyle, Attorney for Plaintiff Bonita Pachall, present via remote video appearance.

The Court hears argument of counsel.

The Court modifies the tentative ruling as follows:

PLAINTIFF'S MOTION TO COMPEL FURTHER DISCOVERY RESPONSES

Plaintiff Bonita Pachall's Motion to Compel Defendant State Farm General Insurance Company's Further Responses to Requests for Production of Documents, Set Two, is GRANTED in part and DENIED in part.

Plaintiff's request for sanctions against Defendant is GRANTED in the amount of \$4,520.00.

Under Sections 2017.010 and 2031.010 of the California Code of Civil Procedure, a party may obtain written discovery of documents or tangible materials which contain information relevant to the subject matter involved in the pending action.

Section 2031.210(a) of the Code of Civil Procedure provides:

The party to whom a demand for inspection, copying, testing, or sampling has been directed shall respond separately to each item or category of item by any of the following:

(1) A statement that the party will comply with the particular demand for inspection, copying, testing, or sampling by the date set for the inspection, copying, testing, or sampling pursuant to paragraph (2) of subdivision (c) of Section 2031.030 and any related activities.

(2) A representation that the party lacks the ability to comply with the demand for inspection, copying, testing, or sampling of a particular item or category of item.

(3) An objection to the particular demand for inspection, copying, testing, or sampling.

If the responding party seeks to withhold documents based on a claim of attorney-client privilege or work-product protection, it must “provide sufficient factual information for other parties to evaluate the merits of that claim” in the form of a privilege log, if necessary. (Cal. Code Civ. Pro., § 2031.240(b)-(c).) Moreover, if only part of an item or category of a Request for Production is objectionable, the response shall contain a statement of compliance or representation of inability to comply with the remainder. (Id., § 2031.240(a).)

Here, the court finds that further responses are owed to many of Plaintiff’s Request for Production of Documents, Set Two, but that Defendant’s responses may be limited in scope and time to address Defendant’s objections regarding the breadth of the requests. Moreover, some of Plaintiff’s Requests are vague, ambiguous, and/or duplicate such that an order compelling responses to those requests is inappropriate. The specific categories of Requests are discussed below.

To the extent that Defendant objects based on privacy and/or trade secret concerns, these concerns can be adequately addressed by the Stipulated Protective Order entered in this case on on July 19, 2023, (ROA # 23,) and redactions of personally-identifying information for individual State Farm employees. To the extent that Defendant withholds certain responsive documents based on a claim of privilege or work-product protection, Defendant must produce a privilege log in accordance with Section 2031.240(b)-(c) of the Code of Civil Procedure.

Request No. 1

Request No. 1 seeks all of Defendant’s internal e-mails relating to Plaintiff, her insurance claim, and her property. While Defendant argues that it has produced responsive documents in the “Claim File,” its response also includes the statement that “any additional responsive, non-privileged material related to the subject claim that is not considered part of the ‘Claim File’ will be produced.” (ROA # 109, pg. 3.)

As such, Defendant must produce any additional responsive material and provide a further response identifying such responsive material, or, if applicable, stating that it is incapable of producing further responsive material in compliance with Section 2031.210(a)(2). Defendant’s production may be limited to e-mails between the date of December 10, 2021, to November 2, 2022.

Therefore, Plaintiff’s motion is GRANTED with respect to Request No. 1.

Requests Nos. 2-9, 22-25, 28-32, 34-44, 46-49, 50-57, 60

Requests Nos. 2-9, 22-25, 28-32, 34-44, 46-49, 50-57, and 60 request policy and training documents regarding the handling of water damage claims.

Defendant objects based on breadth with respect to time and location. The address Defendant's objection, the court limits Defendant's obligation to respond to those policies and training materials in effect at the time that Plaintiff's insurance claim was under review, applicable to the region in which Plaintiff's property is located.

While Defendant contends that it has produced responsive documents in the form of its Operations Guide and Claim File, it only includes this statement as a response to Requests Nos. 2-9. In response to Plaintiff's other Requests, Defendant asserts only objections. Moreover, Requests Nos. 22-25, 28-32, 34-44, 46-48, 50-57, and 60 request specific training modules and documents referenced in Defendant's previous production(s).

At oral argument, Plaintiff clarified that the term "Water Scenarios" in Request No. 49 referred to a particular term referenced in a sealed exhibit, PACHB00001066PROD, which may include a hyperlink. Defendant argues that "Water Scenarios" is merely a general term used to describe various kinds of situations where an insured suffers a loss due to water. However, to the extent that the term "Water Scenarios" as referenced in PACHB00001066PROD links or refers to specific policy or training materials/modules, Defendant must produce these.

If Defendant contends that it has previously produced responsive documents, it must identify the documents in its verified responses in accordance with Section 2031.280. Otherwise, it must either identify and produce responsive documents or provide a statement of its inability to do so.

Therefore, Plaintiff's motion is GRANTED with respect to Requests Nos. 2-9, 22-25, 28-32, 34-44, 46-49, 50-57, and 60, subject to the limitation that Defendant need only produce policies and training materials in effect at the time that Plaintiff's insurance claim was under review, applicable to the region in which Plaintiff's property is located. This includes older written policy and/or training materials which Defendant had implemented in years prior to Plaintiff's insurance claim, but were still effective at the time of her claim.

Requests Nos. 13-21

Requests Nos. 13-21 request the training transcripts and performance reviews of particular State Farm employees. Plaintiff argues that the requested documents are necessary to demonstrate how the specific employees who handled Plaintiff's claim were trained, and to demonstrate how they were incentivized or disincentivized to handle customer claims. Defendant objects based on privacy concerns, and breadth, and argues that the policy documents it has already provided Plaintiff are sufficient.

The manner in which these specific employees were trained and incentivized is relevant to Plaintiff's claims, and the production of general policies do not relieve Defendant of the duty to respond to Requests Nos. 13-21, as responsive documents may show the ways in which these policies may have deviated or were applied to specific employees in specific situations. While Defendant's privacy concerns are legitimate, these can be addressed by redacting the names and other personally-identifiable information in the records sought.

Therefore, Plaintiff's motion is GRANTED with respect to Requests Nos. 13-21.

Requests Nos. 27, 45, 49, 58, 61, 68

Requests No. 27 is duplicative of Requests Nos. 26.

Defendant argues that Requests Nos. 45 and 58 seek information not relevant to this case and Plaintiff does not adequately explain why “Job Aids, Processes, and Workflows” or the policies and procedures of remote inspections are relevant to her claims if Defendant’s employees inspected her property in person, as Defendant contends.

The court finds Requests Nos. 61 and 68 vague and ambiguous as they seek all documents related to “totality of circumstances” and “totality of evidence” which Defendant argues may refer to any number of things, including the general practice of looking at the entire situation. Plaintiff has not provided any narrower or more particularized definitions in her moving or reply papers.

Therefore, Plaintiff’s motion is DENIED with respect to the Requests Nos. 27, 45, 58, 61, and 68.

CONCLUSION

As described above, Plaintiff’s motion to compel further responses is GRANTED in part and DENIED in part.

Plaintiff’s request for sanctions is GRANTED in the amount of \$4,520.00.

Defendant is to provide responses by 12/02/2024 and remit payment of sanctions by 11/12/2024.

Marcella O. McLaughlin

Judge Marcella O. McLaughlin

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

Central
330 W. Broadway
San Diego CA 92101

SHORT TITLE: PACHALL VS STATE FARM GENERAL INSURANCE COMPANY [IMAGED]**CLERK'S CERTIFICATE OF SERVICE BY MAIL****CASE NUMBER:****37-2022-00044176-CU-IC-CTL**

I certify that I am not a party to this cause. I certify that a true copy of Minute Order dated 10/11/2024 was mailed following standard court practices in a sealed envelope with postage fully prepaid, addressed as indicated below. The mailing and this certification occurred at San Diego, California on 10/30/2024.

Clerk of the Court, by: K. Sorianosos, Deputy

JACOB B PYLE
LAW EAGLES, PC
5638 LAKE MURRAY BLVD SUITE 381
LA MESA, CA 91942

E KENNETH PURVIANCE
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CLERK'S CERTIFICATE OF SERVICE BY MAIL